

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF)	
)	
LIGHTSTAR RENEWABLES, LLC, as the)	
affiliated Subscriber Organization for)	
NM SOLAR 4000, LLC.)	
Complainants)	Case No. _____
)	
vs.)	
)	
INCLIME, INC.,)	
Respondent.)	
_____)	

**EMERGENCY VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF
AND DETERMINATION REGARDING THE APPLICATION OF
THE COMMUNITY SOLAR RULE NMAC 17.9.573**

Complainants Lightstar Renewables, LLC and NM Solar 4000, LLC (collectively referred to herein as “Lightstar”), by and through their attorneys, Sutin, Thayer & Browne A Professional Corporation (Lynn E. Mostoller and Robert J. Johnston) hereby file this Emergency Verified Complaint for Injunctive Relief and Determination Regarding the Application of the Community Solar Rule NMAC 17.9.573 (“Verified Complaint”). A signed and notarized verification statement required pursuant to NMAC 1.2.2.15.A.(6) is included on the signature page of this Verified Complaint. As grounds for this Verified Complaint, Lightstar states as follows:

**I.
PARTIES AND JURISDICTION**

1. Lightstar Renewables, LLC is a Delaware limited liability company doing business in New Mexico. Lightstar Renewables, LLC is a leading pioneer of community solar development committed to developing renewable energy projects across the United States.

2. NM Solar 4000, LLC is a wholly owned subsidiary of Lightstar Renewables, LLC. Lightstar Renewables, LLC is the affiliated subscriber organization (as defined in Section 62-16B-2(M)) for NM Solar 4000, LLC.

3. InClime, Inc. (“Respondent”) is a Delaware corporation doing business in New Mexico.

4. Pursuant to the Community Solar Act (NMSA 1978, §§ 62-16B-1 to -8) and the New Mexico Public Regulation Commission’s (“Commission”) Community Solar Rule (NMAC 17.9.573), the Commission is required to engage a third-party administrator to manage an unbiased and nondiscriminatory process for selection of proposed projects for building and operating community solar facilities. NMAC 17.9.573.12.A (July 12, 2022).

5. On information and belief, pursuant to an agreement dated on or about August 4, 2022, the Commission engaged Respondent as program administrator to perform the duties established under NMAC 17.9.573.12.A (the “Contract”). *See* NMPRC Press Release, *New Mexico Public Regulation Commission Enters Contract with Independent Administrator for Community Solar Program* (August 4, 2022), available at: https://www.nm-prc.org/wp-content/uploads/2022/08/2022-08-04_Community-Solar-Administrator-Named_press-release.pdf (accessed May 7, 2023).

6. This Verified Complaint invokes the Commission’s administration, enforcement and oversight jurisdiction under the Community Solar Act. *See* NMSA 1978, Section 62-16B-7(A) (“The Commission shall administer and enforce the rules and provisions of the Community Solar Act . . .”).

II. STATEMENT OF FACTS

A. THE RFP

7. On November 3, 2022, the Respondent issued the 2022 Request for Proposals for Construction and Operation of Community Solar Facilities, pursuant to the Community Solar Act and the Commission’s Community Solar Rule (the “Original RFP”). *See* Original RFP, *available at* https://csnewmexico.com/wp-content/uploads/2022/11/new-mexico-community-solar-rfp-2022_11_03.pdf (accessed May 7, 2023).

8. The Respondent amended the Original RFP on November 30, 2022 and then again on December 28, 2022 (the “Second Amended RFP” and together with the Original RFP, the “RFP”). *See* Second Amended RFP, *available at* https://csnewmexico.com/wp-content/uploads/2022/12/2022_12_28-new-mexico-community-solar-rfp-amended-clean.pdf (accessed May 7, 2023).

9. Section 4 of the RFP provides scoring criteria for bids, with each factor weighted by the number of points awarded to the factor (“Scoring Criteria”). *See id.*, p. 15.

10. The Scoring Factors listed in Section 4 of the RFP are required by NMAC 17.9.573.12.E. Specifically, NMAC 17.9.573.12.E. provides that “Eligible bids ***shall*** be scored . . . as follows” and the regulation lists specific scoring factors. (Emphasis added).

11. The first Scoring Criteria listed in Section 4 of the RFP (the “Contested Criteria”) is weighted by up to 15 points and is stated as follows:

“A bid for which all necessary non-ministerial permits and approvals have been secured, based upon a permitting plan ***stamped by a licensed engineer***, shall be categorized as fully permitted”

Id. (emphasis added).

12. In contrast, regulation 17.9.573.12.E.(1)(a) provides:

“[A] bid for which all necessary non-ministerial permits and approvals have been secured, based upon a permitting plan *signed by a licensed engineering firm*, shall be categorized as fully permitted and shall be awarded 15 points.”

NMAC 17.9.573.12.E.(1)(a) (07/12/2022) (emphasis added).

13. Respondent is scheduled to make awards under the RFP on Tuesday, May 9, 2023. See Key Milestones & Program Timeline, available at <https://csnewmexico.com/subscriber-organizations/> (accessed May 7, 2023).

B. LIGHTSTAR’S BIDS

14. Lightstar responded to the RFP with four (4) separate bids, RFP ID 62 (Rose Road), RFP ID 69 (Arco Road), RFP ID 102 (Kelly Road), and RFP ID 104 (Rapp Canyon) (collectively, “Bids”).

15. In compliance with the requirements of 17.9.573.12.E.(1)(a), each of Lightstar’s Bids included a permitting plan signed by a licensed engineering firm showing that all non-ministerial permits that were required to be obtained had been obtained. See Signed Permitting Plans for each of the Bids submitted January 31, 2023 attached hereto collectively as **Exhibit 1**.

16. More than a month later on April 13, 2023, Respondent requested that Lightstar “provide a permitting plan stamped by a licensed engineer before the bid window close date (2/1/23)” for each of the Bids. See Emails between Respondent and Lightstar, attached hereto collectively as **Exhibit 2**.

17. Despite the Community Solar Rule not requiring a permitting plan stamped by a licensed engineer, Lightstar obliged Respondent and provided permitting plans stamped by a licensed engineer for each of the Bids (attached hereto collectively as **Exhibit 3**), in addition to the permitting plans signed by a licensed engineering firm as required by NMAC

17.9.573.12.E.(1)(a) which had been previously provided by Lightstar (*e.g.*, **Exhibit 1**). *See Exhibit 2.*

18. Respondent refused to accept the permitting plans stamped by a licensed engineer for each of the Bids submitted by Lightstar on the basis that the stamped plan was dated after bid closure.

19. On April 28, 2023, the Program Administrator released individual project scores to bidders (“Bid Scores”).

20. Despite Lightstar’s submission of a permitting plan signed by a licensed engineering firm showing that all non-ministerial permits that were required to be obtained had been obtained in strict compliance with NMAC 17.9.573.12.E.(1)(a) (07/12/2022), the Bid Scores for each of Lightstar’s Bids received a score of zero (0) out of 15 for the Contested Criteria.

21. On May 3, 2023, Lightstar submitted score discrepancies contesting the Bid Scores for the Bids with respect to the Contested Criteria. Lightstar’s score discrepancies requested, among other things, clarification from the Respondent regarding why the requirements of the Contested Criteria differed from the requirements of NMAC 17.9.573.12.E.(1)(a), and further requested that each of Lightstar’s Bids be awarded 15 points for the Contested Criteria based on Lightstar’s compliance with NMAC 17.9.573.12.E.(1)(a). *See Exhibit 2.*

22. In response, the Program Administrator failed to explain the RFPs departure from the requirements of NMAC 17.9.573.12.E.(1)(a) with respect to the Contested Criteria. Instead, the Program Administrator merely reiterated that “[a]s stated in the RFP, a *stamped* permitting plan prepared by a licensed engineer is a requirement that ensures all bids are evaluated fairly and accurately.” **Exhibit 2** (emphasis added).

23. The Program Administrator refused and continues to refuse to award Lightstar any points for any of its Bids as to the Contested Criteria.

III. STATEMENT OF RESPONDENT'S VIOLATIONS

24. Respondent has exceeded its authority by modifying the requirements of NMAC 17.9.573.12.E in the RFP.

25. Specifically, the Respondent's requirement in the Contested Criteria of the RFP that a "a permitting plan stamped by a licensed engineer" must be provided to receive any points for the Contested Criteria impermissibly imposes additional requirements not found in the criteria specified by the Commission in the Community Solar Rule, NMAC 17.9.573.12.E.(1)(a). Respondent, acting as the program administrator under the Community Solar Act, is subordinate to the Commission and may only act in a manner consistent the Community Solar Act and the Commission's Community Solar Rule. *Cf. Matter of Proposed Revocation of Food and Drink Purveyor's Permit for House of Pancakes*, 1984-NMCA-109, ¶ 13, 102 N.M. 63 (internal citations omitted) ("An agency cannot amend or enlarge its authority through rules and regulations. . . Nor may an agency, through the device of regulations, modify the statutory provision.").

26. Additionally, Respondent's impermissible modification of the Community Solar Rule is expressly prohibited by the Community Solar Rule itself, specifically NMAC 17.9.573.12.E.(1) which provides that "[e]ligible bids shall be scored using" the factors set forth in the Community Solar Rule. (Emphasis added). The Commission's use of the term "shall" is significant—the criteria set forth in NMAC 17.9.573.12.E are requirements, not suggestions. *See* NMSA 1978, Section 12-2A-4(A) ("'Shall' and 'must' express a duty, obligation, requirement or condition precedent."); *see also State ex rel. Barela v. New Mexico State Bd. Of Ed.*, 1969-NMSC-

038, ¶ 6, 453 P.2d 583, 585 (it is impermissible “to read into a statute language which is not there, particularly if it makes sense as written.”).

27. The Contested Criteria, impermissibly modifies the Commission’s Community Solar Rule, and more broadly violates the requirement of the Commission’s Community Solar Rule that the Respondent shall “manage an unbiased and nondiscriminatory process for selection of proposed projects for building and operating community solar facilities.” NMAC 17.9.573.A.

IV. RELIEF SOUGHT

Lightstar respectfully requests:

28. That the Commission enter an order determining that Respondent’s imposition of the Contested Criteria is an erroneous and impermissible modification of the Commission’s Community Solar Rule, and that the Commission’s Community Solar Rule, specifically, NMAC 17.9.573.12.E.(1)(a) controls over the Contested Criteria.

29. That the Commission enter an order finding that Lightstar, having satisfied the requirements of NMAC 17.9.573.12.E.(1)(a), should be awarded the full 15 points available for the Contested Criteria.

30. That the Commission enter an order enjoining Respondent from issuing any awards under the RFP until Respondent recalculates the weighted point total for each of Lightstar’s Bids and determines whether Lightstar should receive any awards under the RFP based upon the corrected scores for Lightstar’s Bids.

WHEREFORE, Lightstar respectfully requests the Commission grant Lightstar the relief requested in this Verified Complaint, and grant Lightstar such other and further relief as the Commission may deem just and proper.

Respectfully submitted,

SUTIN, THAYER & BROWNE,
A Professional Corporation

By: /s/ Robert J. Johnston

Lynn E. Mostoller

Robert J. Johnston

PO Box 1945

Albuquerque, NM 87103-1945

(505) 883-2500

LEM@sutinfirm.com

RJJ@sutinfirm.com

Attorneys for Lightstar

VERIFICATION STATEMENT PURSUANT TO NMAC 1.2.2.15.A.(6)

The factual allegations in the complaint are true and correct to the best of my knowledge and belief.

LIGHTSTAR RENEWABLES, LLC

a Delaware limited liability company

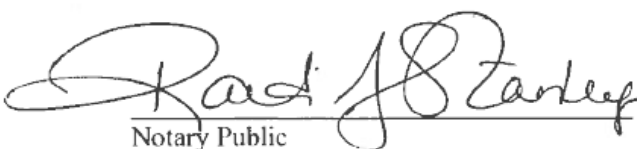
By 

Benjamin Aparo, Vice President of Development

STATE OF Rhode Island)

COUNTY OF Providence)

SUBSCRIBED AND SWORN before me this 6th day of May, 2023 by Benjamin Aparo as Vice President of Development for Lightstar Renewables, LLC.


Notary Public

My Commission Expires: October 13, 2024

Randi Stanley
Notary Public, State of Rhode Island
My Commission Expires October 13, 2024
Notary # 759760

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via email to the parties indicated below:

InClime, Inc.	admin@csnewmexico.com
Hon. Commissioner Gabriel Aguilera	Gabriel.Aguilera@prc.nm.gov
Hon. Commissioner James Ellison	James.Ellison@prc.nm.gov
Hon. Commissioner Patrick O’Connell	Pat.OConnell@prc.nm.gov
Bradford Borman	Bradford.Borman@state.nm.us
Michael C. Smith	MichaelC.Smith@state.nm.us

DATED this 7th day of May, 2023.

By: /s/ Robert J. Johnston
Robert J. Johnston

EXHIBIT 1



Permitting Plan

December 2022

A handwritten signature in black ink, appearing to read "Becks Walker".

Prepared by: Becks Walker

Rose Road Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf
of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM

A handwritten signature in black ink, appearing to read "Erin Bergquist".

Reviewed by: Erin Bergquist



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.1.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	2
	3.1 Wetland and Waterbodies.....	2
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 U.S. Fish and Wildlife Service.....	2
	5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	2
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act	3
	5.3 Local Permitting	3
	5.3.1 Floodplain.....	3
	5.3.2 Driveways/Roadways.....	3
	5.3.3 Address Change Application.....	4
6.0	REFERENCES	8

Tables

Table 1. Permit Matrix.....	5
-----------------------------	---

Attachments

- Attachment A. Lea County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Preliminary Floodplain Permit Approval

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Rose Road Solar Project
SWPPP	Stormwater Plan
TRC	TRC Companies, Inc.
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Rose Road Solar Project (Project) to summarize the required permits for the Project. The Project is a potential new community solar development site in Lea County, New Mexico, that includes a 33-acre tract of land. The Project site is located about south of Rose Road, outside of Hobbs city limits, in Lea County, New Mexico (Township 18 South, Range 38 East, Section 12).

2.0 Land Use and Zoning

2.1.1 Land Use

The Project site is located entirely on private land, used for agricultural uses. The surrounding landscape consists of agricultural fields and scattered residences. The Project site consists of agricultural fields growing alfalfa. Native and non-native grasses, field bindweed, and silverleaf nightshade are found on the edge of the agricultural fields. A central pivot irrigation system covers most of the area with a wheel line irrigation system on the eastern side of the property. A series of water line hookups exist to feed the wheel line irrigation system along the southeastern side of the property. The landowner's residence is located along the southern boundary of the Project site. The surrounding landscape consists of agricultural fields and scattered residences. Based on review of aerial imagery, the Project site has been primarily used for agriculture from 1985 to the present day (Google Earth Pro 2020).

The topography of the Project site is characterized is relatively flat with very slight gradients. The elevation of Project site is approximately 3,670 feet above mean sea level. The Project site is located within the New Mexico Level IV Ecoregion Arid Llano Estacado (Griffith et al. 2006). The Arid Llano Estacado ecoregion is characterized as drier than the Llano Estacado ecoregion and as a transition zone between the Llano Estacado and Chihuahuan Desert region. The land is dominated livestock grazing and consists of shortgrass prairie of grama and buffalo grasses. This region is susceptible to overgrazing, and the sporadic grass cover allows the invasion of shrubs such as mesquite and lotebush.

2.1.2 Zoning and Development Plans

The Project site is located in unincorporated Lea County inside the Extra Territorial Jurisdiction for the City of Hobbs (which allows for future expansion of the City of Hobbs). Lea County does not have a zoning ordinance or solar-specific regulations (Lea County 2022a). While renewable energy developments are largely not addressed within the County's Comprehensive Plan, the county supports commercial land use as long as they do not pose conflicts with rural land uses (Lea County 2005). Generally, as long as the Project is designed to meet required setbacks and road locations, the Project is likely to meet zoning requirements for the County (Lea County, 2022b). Lea County provided documentation that there are no zoning regulations promulgated or administered by the County in the unincorporated area of Lea County (Attachment A). The City of Hobbs does not have specific solar farms development standards that would apply in the Extra Territorial Jurisdiction zone.

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is located in Zone D, which means it is unmapped.

3.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is no suitable habitat for any of the listed species. It is possible that the listed bird species could use the Project site as a stopover, but there is no suitable habitat for nesting. Therefore, no impacts on these species or their habitat are anticipated from this Project.

4.0 Cultural Resources

The cultural resources surveys did not find any significant cultural sites in the Project site or vicinity. The State Historic Preservation Office concurred with TRC's findings and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

No wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *U.S. Fish and Wildlife Service*

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest at the Project site; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 *U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)*

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction Use Permit NOI

will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development permit application is required for both Lea County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and county floodplain division. Floodplain permits are submitted to the County first, then the State of New Mexico. A preliminary floodplain permit from the County was approved August 2022 (Attachment D). The State application would be submitted if the Project is selected during the competitive selection process.

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Lea County and the State of New Mexico. The Zone D is for areas unmapped by Federal Emergency Management Agency. As such, these areas are considered areas where you "build at your own risk". The County noted that due to the panels being suspended above the ground, solar energy facilities would be relatively safe if located in a floodplain, however, any unelevated structures on site should be placed with care to avoid areas with flood potential.

A floodplain permit application was submitted to the County and the County provided a preliminary floodplain approval in August 2022 (Attachment D). The State application portion of the floodplain permit would be completed if the Project is selected during the competitive selection process.

5.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

5.3.3 Address Change Application

An address change application may be required prior to state building permits and driveway permit applications. The address change application will be completed if the project is selected during the competitive selection process.

The Permit Matrix for permits and authorizations applicable to the Rose Road Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 10/27/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) EPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Ministerial
U.S. Fish and Wildlife Service – New Mexico Ecological Services Field Office	Endangered Species Act (ESA) – Federally threatened and endangered species consultation	Required when an activity may affect federally listed threatened and endangered species or critical habitats.	Habitat assessment Species-specific surveys Biological Assessment (if required due to species impacts) Typically, 30-45 days for each consultation submittal	No suitable habitat in the Project site for any of the listed species.	Non-ministerial



Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Lea County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	If state-listed species could be impacted by Project implementation, consultation may be needed. Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.	Suitable Habitat Assessment Inquiry of Element Occurrence Data (fee: \$200 + pro-rated fee based on number of element occurrences provided) Species-specific surveys 60-90 days	As the Project is on private property no further action is required.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	State Historic Preservation Office (SHPO) concurrence was received 9/26/22.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
Local – Lea County					
	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if required if the project is selected during the competitive selection process when the state building permit is submitted.	Ministerial
	Floodplain determination	The Project is located in Floodplain Zone D (which is unmapped). A floodplain application permit is required for new construction.	None 1 month for determination of no permit required	Preliminary floodplain approval received the County 8/24/22. Full approval would be completed if the project is selected during the competitive selection process.	Non-ministerial
	Driveway/Road Permits	Depending on the Project layout, driveway and road permits would be required	None TBD with the County	To be completed if required if the project is selected during the competitive selection process	Ministerial

6.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

Lea County. (2022a). Lea County New Mexico. Accessed January 2022 at: <https://www.leacounty.net/>

Lea County. (2022b). Personal communication between Bruce Reid (County Planning) and D. DuFresne (TRC). January 6, 2022.

Lea County. (2005). Lea County Comprehensive Plan. Accessed January 6, 2022, at: https://cdn.saffire.com/files.ashx?t=fg&rid=LeaCounty&f=2005_Lea_County_Comprehensive_Plan.pdf

New Mexico Energy, Minerals, and Natural Resources Department (NM EMNRD). (2022). Oil Conservation Division (OCD) Oil and Gas Map. Accessed January 2022 at: <https://nm-emnrd.maps.arcgis.com/apps/webappviewer/index.html?id=4d017f2306164de29fd2fb9f8f35ca75>

Attachment A. Lea County Correspondence

Bruce Reid
100 N. Main, Suite 4
Lovington, NM 88260



Email: breid@leacounty.net

Office: 575.396.8696

Cell: 575.704.2725

November 17, 2022

Jesse Young
Biologist,
TRC 6501 Eagle Rock Ave. NE Suite B5
Albuquerque, NM 87113
JYoung@trccompanies.com
505.761.0208

RE: NM Solar 4000 LLC by Lightstar Solar, LLC developments of Arco Road Solar Project;
Rose Road Solar Project as a part of Community Solar Program RFP

TRC or Jesse Young or anyone concerned:

There are currently no zoning regulations promulgated or administered by Lea County in the unincorporated areas of Lea County. The only zoning regulations in the unincorporated areas of the County are concerning with flight paths to and from county airports. Lea County does administer regulations pertaining to floodplain management, drive way permits, road crossing requirements and permits to install utility facilities within the public right of way. Building permits are required through Lea County Environmental Services and New Mexico Construction and Industries Division.

Best Regards,
Bruce Reid
County Planner
Lea County Planning Department

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

9-26-2022

Kami Cohen
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: HPD Log 118023, NM Solar 4000, Proposed Rose Road Solar Project, Hobbs, Lea County, NM

Response via Email Only

Dear Ms Cohen:

Thank you for providing the New Mexico State Historic Preservation Division with the above referenced cultural resources survey report for the proposed Rose Road Hobbs, NM community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

I have completed my review of the report (NMCRI150835) and I agree with the findings that no cultural resources are present.

Additionally, I checked our records and confirmed that there are no registered cultural properties in the project area that could be affected by either physical destruction or by the introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and signifies a favorable analysis.

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 505-476-0530 or by email at geoff.cunnar@state.nm.us

Sincerely,

Geoff Cunnar, PhD RPA
Staff Archaeologist
State of New Mexico Department of Cultural Affairs
Historic Preservation Division

407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
505-476-0530

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
200 E. GRIGGS AVE.
LAS CRUCES, NM 88001-3516

October 27, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00390, Rose Road Solar Project

Kami Cohen
NM Solar 4000, LLC
501 Boylston St.
Boston, Massachusetts 02116

Dear Kami Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Rose Road Solar Project located at approximately latitude 32.767974, longitude -103.099563, in Lea County, New Mexico. The work, as described in your letter will consist of Construction of solar generation infrastructure. We have assigned Action No. SPA-2022-00390 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the 33-acre study area consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site is comprised entirely of uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you

or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this Approved Jurisdiction Determination (AJD) or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this AJD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Tom Cavanaugh, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the AJD in its entirety and waive all rights to appeal the AJD.

I am forwarding a copy of this letter to Erin Bergquist with TRC Companies, Inc. If you have any questions concerning our regulatory program, please contact me at (575) 652-3709 or by e-mail at Reid.A.Riley@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Reid Riley
Regulatory Project Manager

Enclosure(s)

1. Dry Land AJD form
2. AJD appeals form

Attachment D. Preliminary Floodplain Permit Approval

Environmental
Office: (575) 391-2983
Fax: (575) 391-8764



Road Department
Office: (575) 391-2940
Planning and Zoning
Office: (575) 396-8696

Lea County Application

Date Submitted: _____ Application No. _____

APPLICANT INFORMATION

<u>Property Owner</u>	<u>Contractor</u>	Note: This is the developer. Contractor will be selected closer to construction.
Name: <u>Michael L and Tammy Gail Roberson</u>	Name: <u>NM Solar 4000, LLC</u>	
Number: <u>575-631-8270</u>	Number: <u>516-504-5219</u>	
Fax: _____	Fax: _____	
Email: <u>lee@hobbsanchor.com</u>	Email: <u>kami.cohen@lightstar.com</u>	

Person Completing this form: Becks Walker Signature: RAW
(PRINT)

PROPERTY INFORMATION

Required fields
*** A COPY OF THE PROPERTY OWNERS DRIVERS LICENSE AND WARRANTY DEED TO THE PROPERTY (or a letter from the property owner) **WILL BE REQUIRED TO PROCESS THIS APPLICATION.** *** Attached

Existing Address
 New Address
 Secondary Address
 Multiple Addresses
 Non-Habitable

Request is for:
 House
 Mobile Home
 Modular Home
 RV Spaces
 Water Well

Residential
 Commercial
 Other: floodplain
***Bedrooms: 0
***Lot Size: 92.1

***Lea County Parcel No: 4227104350133 ***Owner No: 4000778860001

Coordinates of Structure: Longitude: 32°46'3.68"N Latitude: 103° 5'59.38"W

Parcel Located: ETJ (Extra Territorial Jurisdiction) Outside ETJ (Extra Territorial Jurisdiction)

Subdivision: NA Section: 12 Township: 18S Range: 38E

Existing Address: SE and N Johnson Rd. and E Rose Rd. ***Roadway Name: Rose Rd.

Private Road County Maintained Road State Highway

FOR DEPARTMENT USE ONLY

Official 911 Address: TBD Flood Hazard Area: NA Zone: D Set Back: _____

Addressing Approved By: Pending final application Date: _____

Planning/Zoning Approved By: Pending final application Date: _____

Floodplain Approved By: (Preliminary) Cassie Corley, CFM Date: 8.24.22

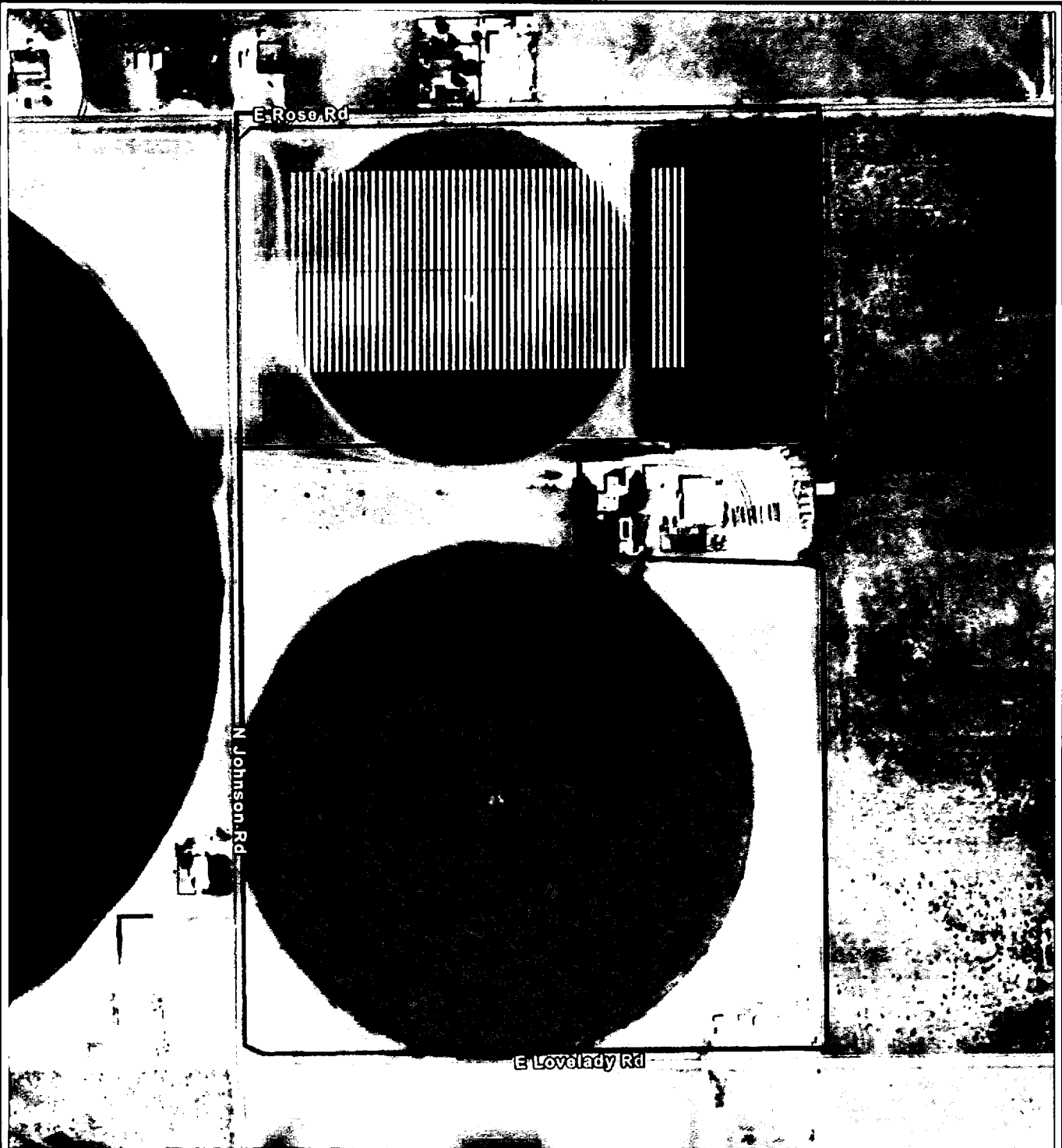
Liquid Waste Approved By: Pending final application Date: _____




Driveway Approved By: Pending final application Date: _____

IFC Approved By: Pending final application Date: _____

This process will require a minimum of 10 days to complete

LAYOUT BASED ON ROSE ROAD SITE PLAN FILE

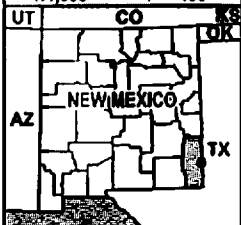
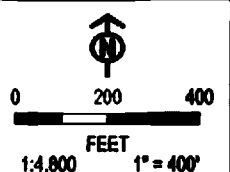


-  PROJECT BOUNDARY
-  PROPOSED ARRAY AREA
-  PROPOSED SOLAR ARRAY

Panel layout is based on the 30 percent design and could shift based on the final design.

NOTE: THE ENTIRE SITE AND SURROUNDING AREA IS LOCATED WITHIN FEMA FLOOD ZONE D - AREAS WITH POSSIBLE BUT UNDETERMINED FLOOD HAZARDS. NO FLOOD HAZARD ANALYSIS HAS BEEN CONDUCTED. FLOOD INSURANCE RATES ARE COMMENSURATE WITH THE UNCERTAINTY OF THE FLOOD RISK.

BASE MAP: ESRI WORLD IMAGERY SERVICE (3/30/2021)
 DATA SOURCES: ESRI, LIGHTSTAR, TRC



PROJECT: ROSE ROAD SOLAR PROJECT
 LEA COUNTY, NEW MEXICO

TITLE: SITE PLAN MAP

DRAWN BY: D. SWEENEY PROJ. NO.: 601365.0000.0000

CHECKED BY: B. TRACY

APPROVED BY: J. YOUNG

DATE: AUGUST 2022

FIGURE 1

 123 N. COLLEGE AVE.
 SUITE 370
 FORT COLLINS, CO 80524
 PHONE: 970.484.3263

FILE: ROSE ROAD

WARRANTY DEED

Tract 1: Lee Roberson and Tammy Roberson, husband and wife, Tracts 2, 3, and 4: Lee Roberson, for consideration paid, grant to Michael L. Roberson and Tammy Gail Roberson, a married couple as joint tenants with right of survivorship whose address is P. O. Box 6065, Hobbs, NM 88241, the following described real estate in Lea County, New Mexico.

See attached "Exhibit A"

Subject to reservations, severances, restrictions, and easements of record and taxes for the year 2020 and subsequent years.

with warranty covenants.

WITNESS our hands and seal this Nineteenth day of June, 2020.



Lee Roberson



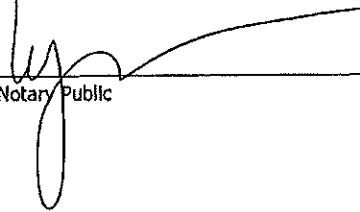
Tammy Roberson

Individual Capacity

State of New Mexico)
)
County of Lea)

This instrument was acknowledged before me on the Nineteenth day of June, 2020, by Lee Roberson and Tammy Roberson.

My commission expires:



Notary Public

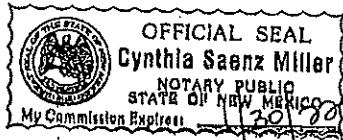


EXHIBIT 'A'

File No.: 14411-2504683 (CS)

Property: Multiple Tracts of land, Hobbs, NM 88240

Tract 1

A tract of land located in Section 10, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:
Beginning at a point on the East line of said Section 10, which lies S00°41'21"E, 970.57 feet from the Northeast corner of said Section 10; thence S00°41'21"E, along the East line of said Section 10, 893.45 feet; thence S89°17'13"W, 2640.02 feet; thence N00°41'21"W, 510.26 feet; thence N39°26'58"E, 648.21 feet; thence N05°41'15"E, 279.92 feet; thence S89°17'15"W, 107.08 feet; thence S83°10'21"W, 343.84 feet; thence N00°41'21"W, 72.57 feet; thence N89°17'15"E, 2087.51 feet; thence S00°04'37"E, 286.00 feet; thence S56°34'10"E, 247.88 feet; thence N89°28'45"E, 350.35 feet to the point of beginning.

Tract 2

The Northwest Quarter (NW/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, Except a tract of Land described as beginning S0°01'E 2640 feet and S89°58'E 1980 feet from the Northwest corner of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico; thence S89°58'E 660 feet; thence N0°01'W 660 feet; thence N89°58'W 660 feet; thence S0°01'E 660 feet to the point of beginning, subject to an easement and right-of-way for road and utility purposes over along and across the East 15 feet of the property.

AND

A tract of land located in the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4SE/4NW/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and more particularly described as follows:
Beginning at a point S0°01'E, 2640 feet and S89°58'E, 1980 feet from the Northwest corner of said Section 12; thence S89°58'E, 660 feet; thence N0°01'W, 660 feet; thence N89°58'W, 660 feet; thence S0°01'E, 660 feet to the point of beginning.

Tract 3

A tract of land out of Tract Four D, as described in that certain receivers Deed recorded in Book 1905, Page 273, in the Records of Lea County, New Mexico, situated in the Northeast Quarter of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:
Commencing at a bolt with washer found for the Northeast corner of said Section 12; thence S89°03'38"W along the North line of said Section, a distance of 1008.89 feet to a 1/2" steel rod found for the Northeast corner of this tract and the point of beginning; thence S00°42'07"E a distance of 924.04 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°04'02"W a distance of 414.29 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°39'59"E a distance of 28.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S01°03'11"W a distance of 194.89 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S88°15'51"E a distance of 683.01 feet to a 1/2" Steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°42'07"E a distance of 1352.91 feet to a 1/2" steel rod with cap marked "PS 676" found for the Southeast corner of this tract and

a point on the North line of Lovelady Road; then N89°09'40"W along said North line of Lovelady Road a distance of 1563.00 feet to a 1/2" steel rod found for the Southwest corner of this tract; then N53°57'05"W a distance of 49.96 feet to a 1/2" steel rod found for a corner of this tract and a point on the East line of Johnson Road; then N00°41'00"W along said East line a distance of 2590.88 feet to a point on the North line of said Section 12 and the Northwest corner of this tract; then N89°03'38"E along said North line a distance of 1602.20 feet to the point of beginning and being Tract Four D-1 as shown on that certain Claim of Exemption Plat, filed July 20, 2015, in Book 2, Page 326, Lea County Records, Lea County, New Mexico.

AND

Tract Four D-2, as shown on that certain Survey filed 7-20-15, in Survey Book 2, Page 326, Lea County Records, Lea County, New Mexico:

A tract of land out of Tract Four D, as described in that certain receivers deed recorded in Book 1905, Page 273, in the records of Lea County, New Mexico, situated in the Northeast Quarter of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea county, New Mexico and being more particularly described as follows:

Commencing at a bolt with washer found for the Northeast corner of said Section 12; then S89°03'38"W along the North line of said Section a distance of 1008.89 feet and S00°42'07"E a distance of 924.04 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Northeast corner of this tract and the point of beginning; then S89°04'02"W a distance of 414.29 feet to a 1/2" steel rod with cap marked "JWSC PS12641" set for a corner of this tract; then S00°39'59"E a distance 28.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Northwest corner of this tract; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S01°03'11"W a distance of 194.89 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southwest corner of this tract; then S88°15'51"E a distance of 683.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southeast corner of this tract; then N00°42'07"W a distance of 346.79 feet to the point of beginning.

Access easement for Tract Four D-2, as shown on that certain Survey filed 7-20-15, filed in Survey Book 2, Page 326, Lea County Records, Lea County, New Mexico:

Commencing at a bolt with washer found for the Northeast corner of said Section 12; then S89°03'38"W along the North line of said Section a distance of 1008.89 feet, then S00°42'07"E a distance of 924.04 feet, then S89°04'02"W a distance of 414.29 feet, then S00°39'59"E a distance 28.01 feet, then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" and the point of beginning; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southeast corner of this access easement; then N86°10'38"W a distance of 928.97 feet to a spike found for the Southwest corner of this easement and a point on the East line of Johnson Road; then N00°41'00"W along said East line a distance of 33.66 feet to a spike found for the Northwest corner of this easement; then S89°57'22"E a distance of 926.17 feet to the point of beginning.

Tract 4

A tract of land in the Northeast Quarter (NE/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and more particularly described as follows: Beginning at the Northeast corner of herein described tract of land which point bears S00°12'00"W, 1765.84 feet from the Northeast corner of Section 12; thence S00°12'00"W along the East line of Section 12, 879.58 feet to the Southeast corner of herein described tract which point also being the East Quarter (E/4) corner of Section 12; thence N89°56'14"W, 40 feet; thence N00°12'00"E, 879.58 feet; thence S89°56'16"E, 40 feet to the point of beginning.

AND

A tract of land located in the West Half of Section 7, Township 18 South, Range 39 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows: Beginning at the West Quarter corner of said Section 7; thence $N0^{\circ}12'E$, a distance of 879.5 feet; thence $N89^{\circ}56'E$, a distance of 498.5 feet; thence $S0^{\circ}21'W$, a distance of 403.3 feet; thence $N89^{\circ}43'E$ a distance of 212.1 feet; thence $S38^{\circ}49'E$, a distance of 183.7 feet; thence $S12^{\circ}07'E$, a distance of 300.9 feet; thence $S74^{\circ}10'W$, a distance of 171.8 feet; thence $S89^{\circ}54'W$ a distance of 724.26 feet; thence $N0^{\circ}12'E$, a distance of 7.6 feet to the point of beginning.

A.P.N. 203765 and 41705 and 41057 and 77886 and 77885 and 40649



Permitting Plan

December 2022

Arco Road Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf
of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM

A handwritten signature in black ink, appearing to read "Becks Walker".

Prepared by: Becks Walker

A handwritten signature in black ink, appearing to read "Erin Bergquist".

Reviewed by: Erin Bergquist



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.1.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	2
	3.1 Wetland and Waterbodies.....	2
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species.....	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 US Fish and Wildlife Service.....	2
	5.1.3 US Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	3
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit.....	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act.....	3
	5.3 Local Permitting	3
	5.3.1 Floodplain.....	3
	5.4 Driveway/Road Permits	4
	5.4.1 Address Change Application.....	4
6.0	REFERENCES	8

Tables

Table 1. Permit Matrix.....	5
-----------------------------	---

Attachments

- Attachment A. Lea County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Preliminary Floodplain Permit Approval

Acronyms and Abbreviations

Notation	Definition
DOT	Department of Transportation
EMNRD	Energy, Minerals, and Natural Resources Department
GCP	Construction General Permit
OCD	Oil Conservation Division
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Arco Road Solar Project
TRC	TRC Companies, Inc.
SWPPP	Stormwater Plan
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Arco Road Solar Project (Project) to summarize the required permits for the Project. The Project is a potential new community solar development site in Lea County, New Mexico, that includes a 21.2-acre tract of land. The Project site is located about 0.25 mile west of South Eunice Highway, on East Arco Road, just outside of Hobbs city limits, in Lea County, New Mexico (Township 19 South, Range 38 East, Section 15, SW1/4, SE1/4).

2.0 Land Use and Zoning

2.1.1 Land Use

The Project site is located entirely on private land, used for agricultural and industrial uses. The surrounding land use includes undeveloped pasture/agricultural lands, residential areas, and industrial facilities that include oil and gas wells and storage facilities. The Project site consists of open, scrubby pastureland. The Project site has honey mesquite throughout the area along with mixed grasses and forbs. The surrounding landscape consists of some agricultural fields, open range land, industrial oil and gas buildings, and commercial and residential areas.

Based on a review of aerial imagery, the Project site had an oil pumping station from approximately 2003 to 2016 and was otherwise undeveloped and used for livestock grazing (Google Earth Pro 2020). The majority of the Project site is undeveloped and appears to be used as open space. An existing access road and decommissioned pumpjack pad are also visible in aerial imagery within the Project Boundary, associated with the plugged but not released oil well, owned by Chevron USA, Inc, is mapped within the Project Boundary by the New Mexico Energy, Minerals, and Natural Resources Department's (EMNRD's) Oil Conservation Division (OCD) Oil and Gas Map (NM EMNRD 2022).

One existing crude oil pipeline owned by Holly Energy Partners, cuts diagonally through the southeast portions of the Project site, close to the decommissioned pad and intersecting the onsite road (US DOT 2022).

2.1.2 Zoning and Development Plans

The Project site is located in unincorporated Lea County, outside of the Extra Territorial Jurisdiction for the City of Hobbs (which allows for future expansion of the City). Lea County does not have a zoning ordinance or solar-specific regulations (Lea County 2022a). While renewable energy developments are largely not addressed within the County's Comprehensive Plan, the county supports commercial land use as long as they do not pose conflicts with rural land uses (Lea County 2005). Generally, as long as the Project is designed to meet required setbacks and road locations, the Project is likely to meet zoning requirements (Lea County, 2022b). Lea County provided documentation that there are no zoning regulations promulgated or administered by the County in the unincorporated area of Lea County (Attachment A).

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is located in Zone D, which means it is unmapped.

3.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is suitable habitat for the Aplomado falcon, designated as a federally listed non-essential experimental population. Therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to falcons and to ensure compliance with the Migratory Bird Treaty Act.

Suitable habitat is not present for state listed species. Therefore, no impacts on these species or their habitat are anticipated from this Project.

4.0 Cultural Resources

The cultural resources surveys did not find any significant cultural sites in the Project site or vicinity. The SHPO concurred with TRC's findings and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

No wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *US Fish and Wildlife Service*

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest in the vegetation communities with the Project Area; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 US Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES CGP NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form will be submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development permit application is required for both Lea County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and county floodplain division. Floodplain permits application are submitted to the County first, then the State of New Mexico. A preliminary floodplain permit from the County was approved August 2022 (Attachment D). The State application would be submitted if the Project is selected during the competitive selection process.

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Lea County and the State of New Mexico. The Zone D is for areas unmapped by Federal Emergency Management Agency (FEMA). As such, these areas are considered areas where you "build at your own risk". The County noted that due to the panels being suspended above the ground, solar energy facilities would be relatively safe if located in a floodplain, however, any unelevated structures on site should be placed with care to avoid areas with flood potential.

A floodplain permit application was submitted to the County and the County provided a preliminary floodplain approval in August 2022 (Attachment D). The State application portion of the floodplain permit would be completed if the Project is selected during the competitive selection process.

5.4 Driveway/Road Permits

Depending on Project design, a driveway or roadway permit may be required by the County.

5.4.1 Address Change Application

An address change application may be required prior to state building permits and driveway permit applications. The address change application will be completed if the project is selected during the competitive selection process.

The Permit Matrix for permits and authorizations applicable to the Arco Road Solar Project is shown in Table 1.



Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	CWA – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 10/4/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) EPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after EPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Ministerial



Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Lea County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	If state-listed species could be impacted by Project implementation, consultation may be needed. Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.	Suitable Habitat Assessment Species-specific surveys 60-90 days	No suitable habitat in the Project site for any of the listed species.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – NHPA compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	SHPO concurrence was received 10/11/22.	Non-ministerial



Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Local – Lea County					
	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if required if the project is selected during the competitive selection process when the state building permit is submitted.	Ministerial
	Floodplain determination	The Project is located in Floodplain Zone D (which is unmapped). A floodplain application permit is required for new construction.	None 1 month for determination of no permit required	Preliminary floodplain approval received the County 8/24/22. Full approval would be completed if the project is selected during the competitive selection process.	Ministerial
	Driveway/Road Permits	Depending on the Project layout, driveway and road permits would be required	None TBD with the County	To be completed if required if the project is selected during the competitive selection process	Ministerial

6.0 References

- Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.
- Lea County. (2022a). Lea County New Mexico. Accessed January 2022 at: <https://www.leacounty.net/>
- Lea County. (2022b). Personal communication between Bruce Reid (County Planning) and D. DuFresne (TRC). January 6, 2022.
- Lea County. (2005). Lea County Comprehensive Plan. Accessed January 6, 2022, at: https://cdn.saffire.com/files.ashx?t=fq&rid=LeaCounty&f=2005_Lea_County_Comprehensive_Plan.pdf
- New Mexico Energy, Minerals, and Natural Resources Department (NM EMNRD). (2022). Oil Conservation Division (OCD) Oil and Gas Map. Accessed January 2022 at: <https://nm-emnrd.maps.arcgis.com/apps/webappviewer/index.html?id=4d017f2306164de29fd2fb9f8f35ca75>
- U.S. Department of Transportation (USDOT). (2022). National Pipeline Mapping System (NPMS). Accessed January 4, 2022, at: <https://www.npms.phmsa.dot.gov/>

Attachment A. Lea County Correspondence

Bruce Reid
100 N. Main, Suite 4
Lovington, NM 88260



Email: breid@leacounty.net
Office: 575.396.8696
Cell: 575.704.2725

November 17, 2022

Jesse Young
Biologist,
TRC 6501 Eagle Rock Ave. NE Suite B5
Albuquerque, NM 87113
JYoung@trccompanies.com
505.761.0208

RE: NM Solar 4000 LLC by Lightstar Solar, LLC developments of Arco Road Solar Project;
Rose Road Solar Project as a part of Community Solar Program RFP

TRC or Jesse Young or anyone concerned:

There are currently no zoning regulations promulgated or administered by Lea County in the unincorporated areas of Lea County. The only zoning regulations in the unincorporated areas of the County are concerning with flight paths to and from county airports. Lea County does administer regulations pertaining to floodplain management, drive way permits, road crossing requirements and permits to install utility facilities within the public right of way. Building permits are required through Lea County Environmental Services and New Mexico Construction and Industries Division.

Best Regards,
Bruce Reid
County Planner
Lea County Planning Department

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

October 7, 2022

Kami Cohen
NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: NM SHPO Community Solar Favorable Analysis Review for Arco Road Solar Project, Lea County, NM

Dear Ms. Cohen,

Thank you for providing the New Mexico State Historic Preservation Division with the information pertaining to the above referenced community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

To determine whether the proposed project will affect cultural properties listed in the State Register of Cultural Properties, I conducted a review of our records and the NMCRIS Investigation Abstract Form for NMCRIS Activity 150688 titled, *A Cultural Resource Survey for the Proposed Arco Road, Hobbs Solar Farm in Lea County, New Mexico*. Based on this review, there are no registered cultural properties in the project area nor any known significant cultural properties that could be affected by physical destruction or introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and could be considered a "favorable analysis."

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 827-4040 or by email at andrew.zink@state.nm.us.

Sincerely,

Andrew Zink
State Archeological Permits
and Archaeological Review

HPD Log 118027

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
201 WEST EIGHTH STREET, SUITE 350
PUEBLO, COLORADO 81003

October 4, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00392, Arco Road Solar Project

Kami Cohen
Lightstar Renewables, LLC
C/O NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.Cohen@lightstar.com

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Arco Road Solar Project located site centered at approximate latitude 32.65547, longitude -103.13347, in Lea County, New Mexico. The work, as described in your letter, will consist of construction of a solar field (enclosed). We have assigned Action No. SPA-2022-00392 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the

applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Travis Morse, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

If you have any questions concerning our regulatory program, please contact Jordan Kemp at (719) 543-9459 or by e-mail at jordan.n.kemp@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Kara Hellige
Chief, Southern Colorado Branch

Enclosure(s)

Cc: Erin Bergquist, ebergquist@trcccompanies.com

Attachment D. Preliminary Floodplain Permit Approval

Environmental
Office: (575) 391-2983
Fax: (575) 391-8764



Road Department
Office: (575) 391-2940
Planning and Zoning
Office: (575) 396-8696

Lea County Application

Date Submitted: _____ Application No. _____

APPLICANT INFORMATION

Property Owner
Name: Hector and Anna Serna (Arco Rd.)
Number: 575-390-1068
Fax: _____
Email: aserna45@gmail.com

Contractor
Name: NM Solar 4000, LLC
Number: 516-504-5219
Fax: _____
Email: kami.cohen@lightstar.com

Note: This is the developer.
Contractor will be selected closer
to construction.

Person Completing this form: Becks Walker Signature: RAW
(PRINT)

PROPERTY INFORMATION

Required fields

*** A COPY OF THE PROPERTY OWNERS DRIVERS LICENSE AND WARRANTY DEED TO THE PROPERTY (or a letter from the property owner) WILL BE REQUIRED TO PROCESS THIS APPLICATION. *** Attached

Existing Address New Address Secondary Address Multiple Addresses Non-Habitable

Request is for: House Mobile Home Modular Home RV Spaces Water Well

Residential Commercial Other: floodplain ***Bedrooms: 0 ***Lot Size: 21.2

***Lea County Parcel No: 4225111349441 ***Owner No: 4000422810001

Coordinates of Structure: Longitude: 32°39'21.90"N Latitude: 103° 7'59.06"W

Parcel Located: ETJ (Extra Territorial Jurisdiction) Outside ETJ (Extra Territorial Jurisdiction)

Subdivision: NA Section: S15 Township: 19S Range: 38E

Existing Address: NE of E Townsend Pl. and Cody St. ***Roadway Name: Arco Rd.

Private Road County Maintained Road State Highway

FOR DEPARTMENT USE ONLY

Official 911 Address: _____ Flood Hazard Area: NA Zone: D Set Back: _____

Addressing Approved By: _____ Date: _____

Planning/Zoning Approved By: _____ Date: _____

Floodplain Approved By: (preliminary) Cassie Conley, CFM Date: 8.24.22

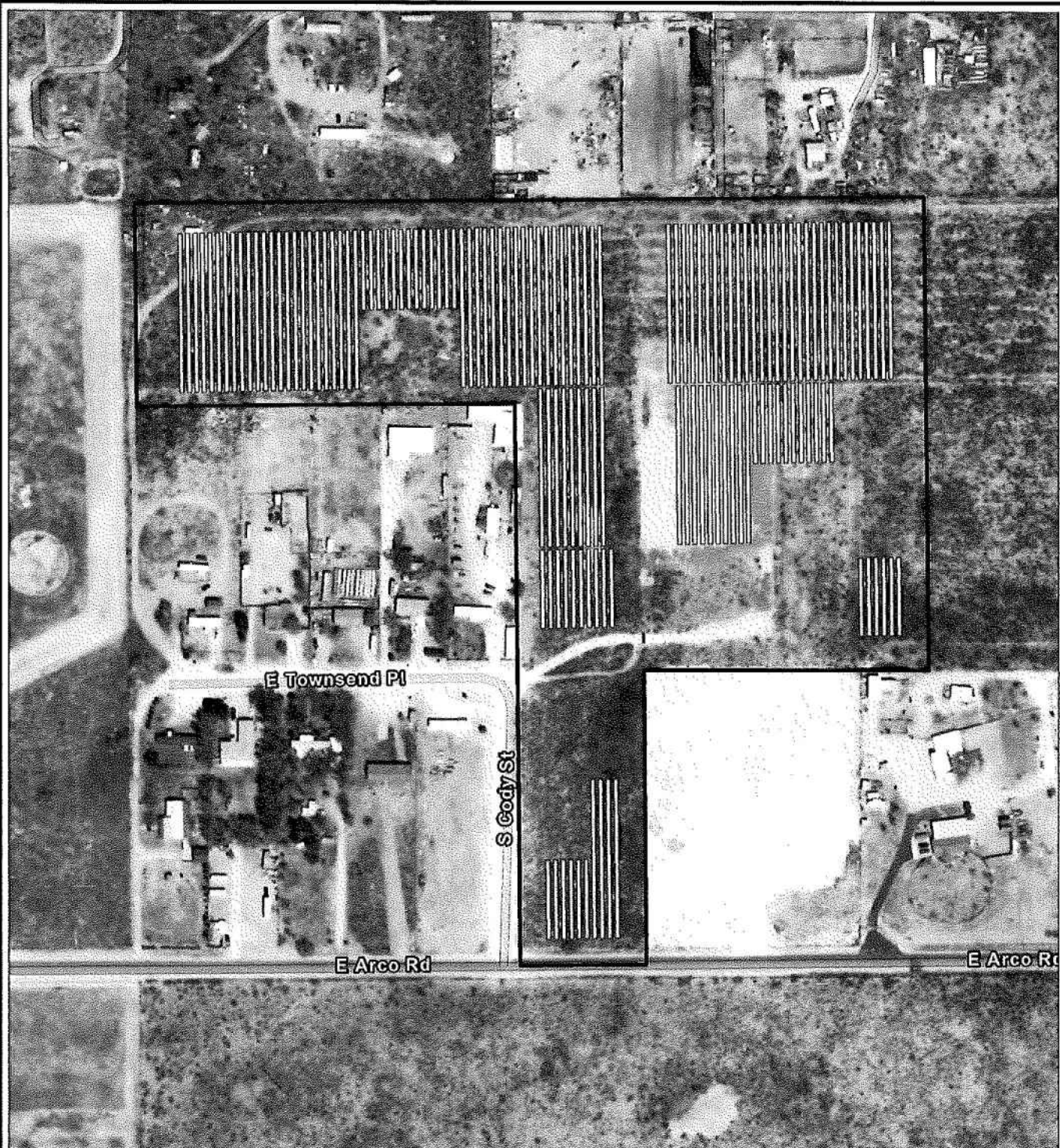
Liquid Waste Approved By: _____ Date: _____

Driveway Approved By: _____ Date: _____

IFC Approved By: _____ Date: _____

This process will require a minimum of 10 days to complete

COORDINATE SYSTEM: NAD 1983 STATEPLANE (NAD) NEW MEXICO EAST GIPS 30M FEET; MAP PROJECTION: UTM
 - SAVED BY DSW/REY BY 08/2022, 1:02:04 PM; FILE PATH: \\P001\GIS\PROJECTS\LEA\ARCOSOLAR\FIG1\FIG1.ARCO.LAY; LAYOUT NAME: FIG1.ARCO SITE PLAN_FLOODED_1X1P

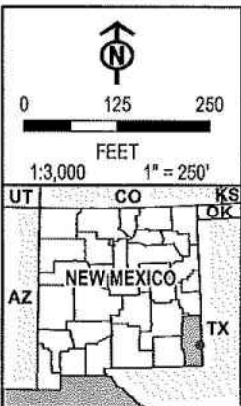


- PROJECT BOUNDARY
- PROPOSED SOLAR ARRAY

Panel layout is based on 30 percent design and could shift based on the final design

NOTE: THE ENTIRE SITE AND SURROUNDING AREA IS LOCATED WITHIN FEMA FLOOD ZONE D - AREAS WITH POSSIBLE BUT UNDETERMINED FLOOD HAZARDS. NO FLOOD HAZARD ANALYSIS HAS BEEN CONDUCTED. FLOOD INSURANCE RATES ARE COMMENSURATE WITH THE UNCERTAINTY OF THE FLOOD RISK.

BASE MAP: ESRI WORLD IMAGERY SERVICE (3/30/2021)
 DATA SOURCES: ESRI, LIGHTSTAR, TRC



PROJECT:		ARCO SOLAR PROJECT LEA COUNTY, NEW MEXICO	
TITLE:		SITE PLAN MAP	
DRAWN BY:	D. SWEENEY	PROJ. NO.:	501353.0000.0000
CHECKED BY:	B. TRACY	FIGURE 1	
APPROVED BY:	J. YOUNG		
DATE:	AUGUST 2022		
		123 N. COLLEGE AVE., SUITE 206, FORT COLLINS, CO 80524 PHONE: 970.549.0043	
FILE:		LIGHTSTAR_ARCO	

57312

WARRANTY DEED

MINNIE FRANCIS TOWNSEND STEPHENS, a woman dealing in her sole and separate property

_____, for consideration paid, grant to
DIRECTOR or ANNA SERNA, husband and wife

whose address is 319 E. Llano Grande, Hobbs, New Mexico 88240

the following described real estate in LEA county, New Mexico:

LEGAL DESCRIPTION:

A tract of land located in Section 15, Township 19 South, Range 38 East, NMPM, Lea County, New Mexico and being more particularly described as follows:

Beginning at a point at the Northwest corner of JUAN ARREOLA tract (BK 828 PG 345) being S0D10°W 1320' & S89D59' 18"W 1266.44 from E4 corner of Section 15, Thence South S0D36' 08"W 825.05' to a point being the Southwest corner of the ARREOLA tract, Thence West along the North line of the AGUILA OIL & CATTLE CO. tract (BK 424 PG 264) to a point being the Northwest Corner of said AGUILA tract, Thence S0D34' 48"E 503.44', Thence South to a point being the Southwest corner of said AGUILA tract at N89D59' 15"W, Thence West to a point S89D59' 15"E 655.53' from S4 corner of Section 15, also being the point of the Southeast corner of the KT BAR TRAILER PARK, Thence North to the Northeast corner of the KT BAR TRAILER PARK to a point being N0D34' 48"E 963.26', Thence West to the Northwest corner of the KT BAR TRAILER PARK to a point being N89D22'43"W 662.55', Thence North along the West line of SW4SE4 to Northwest corner of SAME. Thence East along the North line of S2SE4 to beginning.

with warranty covenants,

WITNESS _____ hand and seal this 26th day of

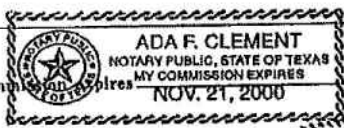
April to 2000.

Minnie Francis Townsend Stephens (Seal)
Minnie Francis Townsend Stephens

B. K. Townsend (Seal)
by B. K. Townsend (Seal)

STATE OF TEXAS
COUNTY OF CHAMBERS } ss.

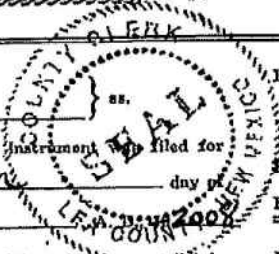
The foregoing instrument was acknowledged before me this 26th day of April, 2000 by B. K. Townsend with the Power of Attorney and in the name of Minnie Francis Townsend Stephens



Ada F. Clement
Notary Public

STATE OF NEW MEXICO,
County of Lea } ss. Records of Books of said County.
County Clerk *Melinda Hughes*

I hereby certify that this instrument was filed for record on the 18th day of June at 10:44 o'clock A.M., and duly recorded in Book _____ Page _____ of _____ of _____



142

59845

NOTICE OF ESCROW CONTRACT

NOTICE is hereby given that the undersigned B. K. Townsend with the Power of Attorney and in the name of Minnie Frances Townsend Stephens as Sellers and Hector & Anna Serna as Buyers, have entered into an Escrow Contract for the purchase of the following described real estate in Lea County, New Mexico, to wit:

LEGAL DESCRIPTION:

A tract of land located in Section 15, Township 19 South, Range 38 East, NMPM, Lea County, New Mexico and being more particularly described as follows:

Beginning at a point at the Northwest corner of JUAN ARREOLA tract (BK 828 PG 345) being S0D10'W 1320' & S89D59' 18"W 1266.44 from E4 corner of Section 15. Thence South S0D36' 08"W 825.05' to a point being the Southwest corner of the ARREOLA tract. Thence West along the North line of the AGUILA OIL & CATTLE CO. tract (BK 424 PG 264) to a point being the Northwest Corner of said AGUILA tract. Thence S0D34' 48"E 503.44'. Thence South to a point being the Southwest corner of said AGUILA tract at N89D59' 15"W. Thence West to a point S89D59' 15"E 655.53' from S4 corner of Section 15, also being the point of the Southeast corner of the KT BAR TRAILER PARK. Thence North to the Northeast corner of the KT BAR TRAILER PARK to a point being N0D34' 48"E 963.26'. Thence West to the Northwest corner of the KT BAR TRAILER PARK to a point being N89D22' 43"W 662.53'. Thence North along the West line of SW4SE4 to Northwest corner of SAME, Thence East along the North line of S2SE4 to beginning.

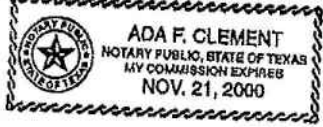
From and after the date of the filing of this Notice, all purchasers, mortgagees, judgment lien creditors and other persona having or claiming any interest in said property shall be bound and governed by the terms of said Escrow Contract which is deposited with and held by WESTSTAR ESCROW in Carlsbad, New Mexico, The Buyer under the terms of said Contract have placed in escrow a Special Warranty Deed bearing even date with said Contract which is held by the Escrow Agent to be delivered to Seller in case of default by Buyer in the performance of any of the terms of said Contract, and in the event said Special Warranty Deed reconveying the above premises to Seller is filed for the record in the office of the County Clerk of Lea County, New Mexico, any and all persons may rely upon said Special Warranty Deed to show the termination of said Contract and release by Buyer of all rights, title and interest in and to the above described real estate.

WITNESS My hand and seal this 7th day of June, 2000

Minnie Frances Townsend Stephens
By B.K. Townsend

STATE OF TEXAS)
)SS.
COUNTY OF CHAMBERS)

The foregoing instrument was acknowledged before me this 7th day of June, 2000 by B. K. Townsend with the Power of Attorney and in the name of Minnie Frances Stephens.



MY COMMISSION EXPIRES

Ada F. Clement
NOTARY PUBLIC

WestStar Escrow, 1089 N. Canal, Carlsbad, N.M. 88220

Courtesy Recording Only * No Title Liability



59845

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

JUN 14 2000

at 11:34 o'clock A M
and recorded in Book _____

Page _____
Pat Chappelle, Lea County Clerk
By _____ Deputy



Permitting Plan

January 2023

Rapp Canyon Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf of
NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM

A handwritten signature in black ink, appearing to read "Becks Walker".

Prepared by: Becks Walker

A handwritten signature in black ink, appearing to read "Erin Bergquist".

Reviewed by: Erin Bergquist



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	1
	3.1 Wetland and Waterbodies.....	1
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species.....	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 U.S. Fish and Wildlife Service.....	2
	5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	3
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit.....	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act.....	3
	5.3 Local Permitting.....	3
	5.3.1 Floodplain.....	3
	5.3.2 Driveways/Roadways.....	4
	5.3.3 Address Change Application.....	4
6.0	REFERENCES	10

Tables

Table 1. Permit Matrix.....	5
-----------------------------	---

Attachments

- Attachment A. Grant County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Floodplain Development Permit

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Rapp Canyon Solar Project
SWPPP	Stormwater Plan
TRC	TRC Companies, Inc.
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Rapp Canyon Solar Project (Project) to summarize the required permits for the Project. The Project is located in Grant County, New Mexico in the NENE $\frac{1}{4}$ and SENE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, the NWNW $\frac{1}{4}$ of Section 6, Township 18 South, Range 12 West, and the SWSW $\frac{1}{4}$ of Section 31, Township 17 South, Range 12 West. The Project site encompassed approximately 46 acres.

2.0 Land Use and Zoning

2.1.1 Land Use

The topography of the Project site is characterized as rolling hills that vary in steepness with a slope ranging from 3 to 8 percent on the top of the hills to 20 to 35 percent slope on the sides of the hills. The elevation of Project site is approximately 6,100 feet above mean sea level at the highest point. The Project site consists of open, forested land and based on review of aerial imagery, has always been undeveloped (Google Earth Pro 2021). The surrounding landscape consists of hilly open forested land, the residential areas of Bayard and Sana Clara, New Mexico, and an open pit mining operation to the east of the Project site.

The Project site's dominant tree species include alligator juniper, one-seed juniper, and Gambel oak. Catclaw mimosa is the dominant shrub in the area with blue grama and tobosa grass being the dominant grasses. The Project site is located within the New Mexico Level IV Ecoregion Chihuahuan Desert Grasslands (Griffith et al. 2006). The Chihuahuan Desert Grasslands occur in areas of fine-textured soils that have a higher water retention capacity. The grasslands were once more widespread, but due to historic heavy grazing desert shrubs invaded where the grass cover became fragmented. In grassland areas with lower rainfall, aerial coverage of grasses may be sparse, 10% or less. Some areas are now mostly shrubs as grasslands continue to decline due to drought, erosion, and climate change.

2.2 Zoning and Development Plans

The Project site is located in unincorporated Grant County. Grant County does not have a zoning ordinance or solar-specific regulations (Grant County 2022). Grant County provided documentation that the County does not have any use or zoning regulation, therefore a business/property owner is allowed to operate at this property with no restrictions (Attachment A).

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is mostly located in Zone X, which means it is in an area of minimal flood hazard. There are three sections of the transmission line that crosses Zone A, an area Without Base Flood Elevation.

3.3 Federal and State Listed Species

Based on the habitat assessment conducted on the site, suitable habitat for the Aplomado falcon and Mexican gray wolf, both non-essential experimental populations, occurs at the Project site. If on private land, non-essential experimental populations are treated as proposed species and are not protected under the Endangered Species Act.

For the state-listed species, there is moderate quality habitat for the common ground dove and low-quality habitat for the gray vireo, reticulate gila monster, and spotted bat. No additional surveys or consultation is required as the Project is located on private property. Voluntary avoidance measures such as species-specific surveys, additional consultation, or the development of construction-specific timing measures to limit impacts on these species can be implemented to avoid impacts on state-listed species.

The Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to listed bird species and to ensure compliance with the Migratory Bird Treaty Act.

4.0 Cultural Resources

Four archaeological sites were found during pedestrian surveys of the Project site. The SHPO concurred with TRC's recommendation that the sites were "not eligible" or not significant and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

There were no wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *U.S. Fish and Wildlife Service*

The habitat assessment conducted on the site determined that there is suitable nesting and habitat for the Aplomado falcon and suitable habitat for the Mexican gray wolf, both federal non-essential experimental populations not protected under the Endangered Species Act on private land; however, no raptor nests were observed at the Project site and wolf den sites are not likely on-site due to the proximity of residential areas. Any impacts from this Project on Aplomado falcon and the Mexican gray wolf are anticipated to be negligible.

Eagles are unlikely to be impacted by the Project, but other migratory birds could nest at the Project site; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction General Permit NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development review and permit are required by Grant County and the State of New Mexico. The State application requires signatures from both the Planning and Zoning Division and County Planning and Mapping Department. The floodplain review has been conducted by the county and the State of New Mexico will review the floodplain review next. Grant County determined that the Project is located in Zone X, which is not located in a Special Flood Hazard Area. The County provided the floodplain permit December 9, 2022 (Attachment D).

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law on April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Grant County and the State of New Mexico. The county has reviewed the site and issued a permit that determined the risk of building in this area.

A floodplain permit application was submitted to the County in October 2022 and the County determined that the Project is located in Zone X, which is not located in a Special Flood Hazard Area. The County provided the floodplain permit December 9, 2022

5.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

5.3.3 Address Change Application

An address change application will be required prior to state building permits and driveway permit applications. As the Project is located off State Highway 356, the address request cannot be processed until there the New Mexico Department of Transportation approved the site access from the highway. Site access will be identified and permitted with the New Mexico Department of Transportation if the Project is selected as part of the competitive selection process. The address change application will be submitted to the County if the Project is selected as part of the competitive selection process.

The Permit Matrix for the Rapp Canyon Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required) 2-3 months for delineation and USACE consultation for No Permit Required or Nationwide Permit. Longer (1 year+ for Individual Permit, if required)	USACE provided a No Permit Required letter 11/14/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) USEPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Grant County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Transportation	Permit to Construct an Access or Median Opening on a Public Right-of-Way	Required for construction or alteration of a driveway connecting to a State-managed roadway.	Applicant and ownership information Site Layout Map May require: <ul style="list-style-type: none"> • Traffic Requirements and Traffic Control Plan (if required) • Site Grading and Drainage Plan Approval • SWPPP Approval • Environment/Cultural Resources Clearance Required prior to driveway construction. May take up to 30+ days.	To be completed if the project is selected during the competitive selection process	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	<p>If state-listed species could be impacted by Project implementation, consultation may be needed.</p> <p>Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.</p>	<p>Suitable Habitat Assessment</p> <p>Inquiry of Element Occurrence Data (fee: \$200 + pro-rated fee based on number of element occurrences provided)</p> <p>Species-specific surveys</p> <p>60-90 days</p>	As the Project is on private property no further action is required.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	<p>If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.</p>	<p>Desktop cultural resources review</p> <p>Cultural resources survey and visual resources assessment (if requested by the agency)</p> <p>Subsequent consultation</p> <p>Typically, 60-90 days</p>	State Historic Preservation Office (SHPO) concurrence was received 11/3/22.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
New Mexico Department of Transportation	Permit to Construct an Access or Median Opening on a Public Right-of-Way	Required for construction or alteration of a driveway connecting to a State-managed roadway.	Applicant and ownership information Site Layout Map May require: <ul style="list-style-type: none"> • Traffic Requirements and Traffic Control Plan (if required) • Site Grading and Drainage Plan Approval • Stormwater Pollution Prevention Plan (SWPPP) Approval • Environment/Cultural Resources Clearance Required prior to driveway construction. May take up to 30+ days.	To be completed if the project is selected during the competitive selection process	Ministerial
Local – Grant County					
Grant County	Address Application	Once the land is purchased or handed over, an address application will be required by Grant County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if the project is selected during the competitive selection process and the New Mexico Department of Transportation permit approved.	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
	Floodplain Review	Grant County Zoning and Planning will conduct a floodplain review on the property and decide whether a floodplain permit will be necessary.	Need address application before request for floodplain review	Floodplain permit submitted 10/31/22. The County provided the floodplain permit December 9, 2022.	Non-ministerial
	Driveway permit	If the project connects to county roads, a driveway permit will be required.	Driveway permit application	To be completed if the project is selected during the competitive selection process	Ministerial

6.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico(color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

Grant County. (2022). Grant County New Mexico. Accessed August 2022 at: <https://grantcountynm.gov/departments/planning/>

Attachment A. Grant County Correspondence

Bergquist, Erin

From: darrey@grantcountynm.gov
Sent: Wednesday, November 16, 2022 10:04 AM
To: Bergquist, Erin; Young, Jesse
Cc: 'Kami Cohen'
Subject: RE: [EXTERNAL] FLOOD PLAIN RECEIPT

This is an **EXTERNAL** email. Do not click links or open attachments unless you validate the sender and know the content is safe.

ALWAYS hover over the link to preview the actual URL/site and confirm its legitimacy.

Properties located in Grant County do not have any use or zoning regulations; therefore, a business/property owner is allowed to operate at this property with no restrictions. If you have any questions, please feel free to contact me.

Please keep in mind that Grant County may be adopting policies and an Ordinance/Resolution for Solar facilities in the next few months. This may involve a separate permit and/or project review process. Please contact us prior to Construction.

Daniel Arrey | Grant County | Planning/GIS Specialist

Planning & Community Development|Mapping|GIS

Office: 575-574-0037

Email: darrey@grantcountynm.gov

Grant County Administration Center

1400 Highway 180 E.

Silver City, New Mexico 88061



Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information, including attorney-client privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message

From: Bergquist, Erin <EBergquist@trccompanies.com>
Sent: Wednesday, November 16, 2022 9:58 AM
To: darrey@grantcountynm.gov; Young, Jesse <JYoung@trccompanies.com>
Cc: 'Kami Cohen' <Kami.Cohen@lightstar.com>
Subject: RE: [EXTERNAL] FLOOD PLAIN RECEIPT

Daniel,
Thanks for the update.

As a follow-up, are you able to provide an email documentation as well, that no other land use, zoning or CUP/SUP permits would be required for the project?

Thanks,
Erin

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

November 3, 2022

Kami Cohen
Development Manager
Lightstar
Kami.cohen@lightstar.com

Re: Rapp Canyon Solar Project (HPD Log #118265)

Dear Ms. Cohen:

Thank you for providing the New Mexico State Historic Preservation Division with the cultural resources survey report, *Cultural Resources Survey for the Rapp Canyon Solar Facility, Grant County, New Mexico* for the Rapp Canyon community solar project. Under the Cultural Properties Act (Section 18-6-8.1, NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

I have completed my review of the report and I agree with the findings. The two recorded archaeological sites LA 201704 and LA 201705 are not eligible for listing in the National Register of Historic Places or the State Register of Cultural Properties. Additionally, the report notes that there are no registered cultural properties in the project area that could be affected by either physical destruction or by the introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and signifies a favorable analysis.

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) (505) 827-4064 or by email at michelle.ensey@dca.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle M. Ensey".

Michelle M. Ensey
Deputy State Historic Preservation Officer
& State Archaeologist

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
200 E. GRIGGS AVE.
LAS CRUCES, NM 88001-3516

November 14, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00439, Rapp Canyon Solar Project AJD

Kami Cohen
NM Solar 4000, LLC
501 Boylston St.
Boston, MA 02116

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Rapp Canyon Solar Project AJD located at approximately latitude 32.776318, longitude -108.132477, in Grant County, New Mexico. The work, as described in your will include the construction of solar energy infrastructure within a study area measuring approximate 46-acres. We have assigned Action No. SPA-2022-00439 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the project would not result in the discharge of dredged/fill material into waters of the United States as the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you

or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Tom Cavanaugh, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

I am forwarding a copy of this letter to Erin Bergquist with TRC Companies.

If you have any questions concerning our regulatory program, please contact me at (575) 652-3709 or by e-mail at Reid.A.Riley@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Reid Riley
Regulatory Project Manager

Enclosure(s)

1. Approved AJD
2. Approved AJD appeals form

Attachment D. Floodplain Development Permit



Flood Plain Development Permit Application

Application # 2022-247

Grant County Planning and Mapping Department

1400 highway 180 East/PO Box 898 Silver City NM 88062

(575) 574-0007

Section 1: General Provisions (Applicant to read and sign)

1. No work of any kind may start until a permit is issued
2. The permit may be revoked if any false statements are made herein
3. If revoked, all work must cease until permit is re-issued
4. Development shall not be used or occupied until a Certificate of Occupancy is issued
5. The permit will expire if no work is commenced within six months of issuance
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance
8. THE APPLICANT, CERTIFY THAT ALL STATEMENTS MADE HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE

(APPLICANTS SIGNATURE) Kami Cohen (DATE) 10/20/2022

Section 2: Proposed Development (To be completed by Applicant)

NAME	ADDRESS	TELEPHONE
NM Solar 4000, LLC	501 Boylston Street, Boston, MA 02116	(516) 504 5219

APPLICANT

NM Solar 4000, LLC	501 Boylston Street, Boston, MA 02116	(516) 504 5219
--------------------	---------------------------------------	----------------

BUILDER

TRC Companies and Pettigrew Associates, PA

ENGINEER

PROJECT LOCATION:

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide street address, lot number or legal description (attach). A sketch attached to this application showing the project location would be helpful

The Project is located in Grant County, New Mexico in the NENE 1/4 and SENE 1/4 of Section 1, Township 18 South, Range 13 West, the NWNW 1/4 of Section 6, Township 18 South, Range 12 West, and the SWSW 1/4 of Section 31, Township 17 South, Range 12 West. The Project area encompasses approximately 46 acres.

ISSUE DATE: 12/9/2022

EXP DATE: 12/9/2023

DESCRIPTION OF WORK (check all applicable boxes)

Application # 222-247

A. STRUCTURAL DEVELOPMENT

ACTIVITY

- New Structure
- Addition
- Alteration
- Relocation
- Demolition
- Replacement

STRUCTURE TYPE

- Residential (1-4 Family)
- Residential (More than 4 Family)
- Non-residential (Flood proofing? Yes)
- Combined use (Residential & Commercial)
- Manufactured (Mobile) Home (In Manufactured Home Park? Yes)

ESTIMATED COST OF PROJECT \$ 8,500,000

B. OTHER DEVELOPMENT ACTIVITIES

- Clearing Fill Mining Drilling Grading
- Excavation (Except for Structural Development Checked Above)
- Watercourse Alteration (Including Dredging and Channel Modification)
- Drainage Improvements (Including Culvert Work)
- Road, Street or Bridge Construction
- Subdivision (New or Expansion)
- Individual Water or Sewer System
- Other (Please specify) proposed community solar photovoltaic single axis tracker

After completing SECTION 2, APPLICANT should submit form to the Local Administrator for review

Application # 2022-247

Section 3: Floodplain Determination (To be completed by the Administrator)

The proposed development is located on FIRM Panel No. _____, Dated 1/6/11

35017C1019E

The Proposed Development:

Is NOT located in a Special Flood Hazard Area (Notify the applicant that the application review is complete and NO FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED)

Is partially located in the SFHA, but building/development is not.

Is located in a Special Flood Hazard Area

FIRM zone designation is Zone "X"

"100-year" flood elevation at the site is: _____ ft. NGVD

Unavailable

Is located in the Floodway.

FBFM Panel No. _____ Dated _____

See Section 4 for additional instructions

Signed



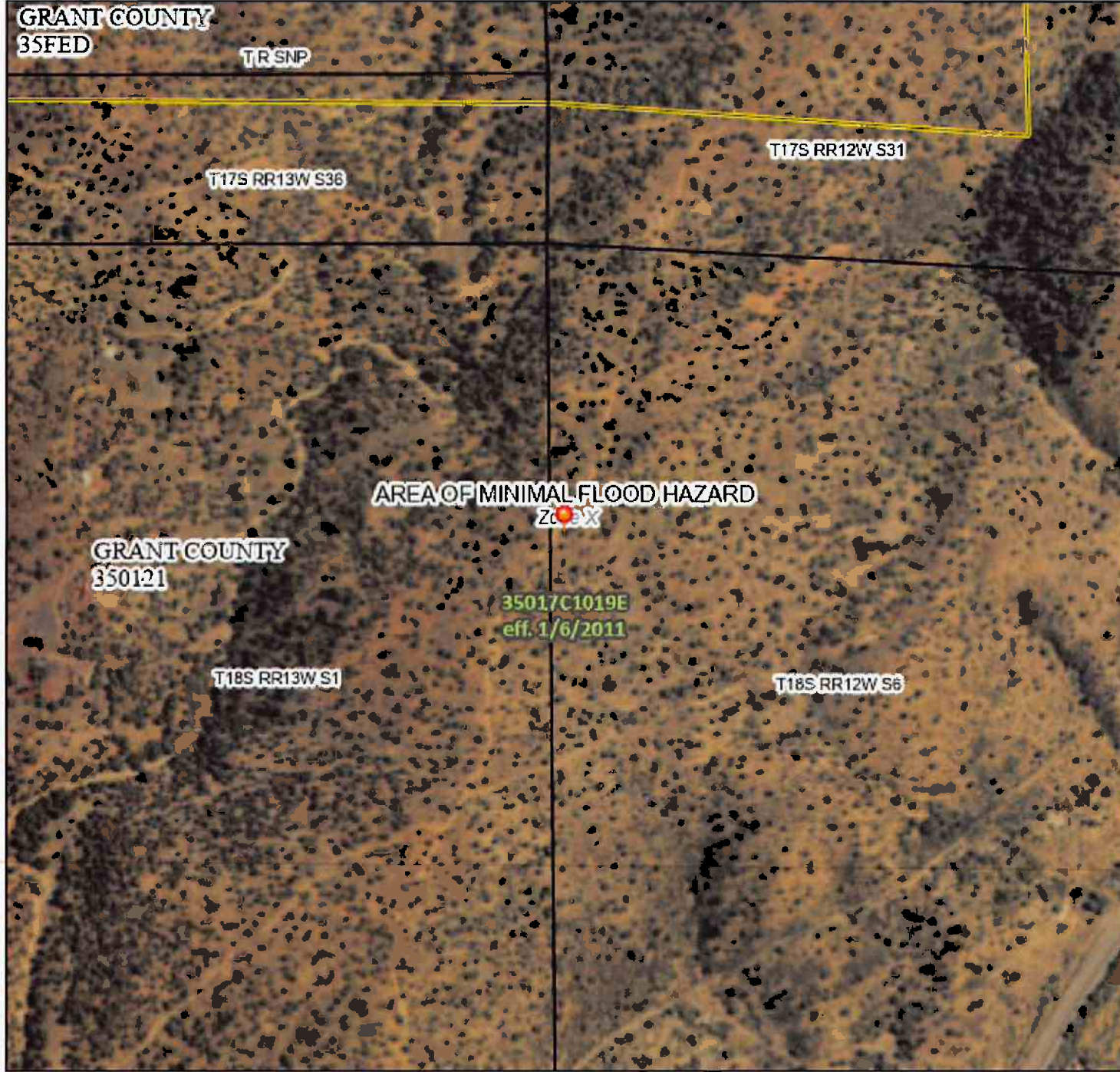
Date

12/9/2022

National Flood Hazard Layer FIRMette



108°8'14"W 32°46'52"N



108°7'37"W 32°46'22"N

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone X
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

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

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/21/2022 at 1:16 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

From: Lorraine Castillo <lcastillo@grantcountynm.gov>
Sent: Friday, October 21, 2022 1:52 PM
To: Ray Castillo; Daniel Arrey; jyoung@grccompanies.com
Subject: FloodPlain fee

Thank you for your payment!

This service has been provided by [Grant County Treasurer, NM](#) and [Point & Pay](#). We value your business. Please keep this receipt for future reference.

You have made a payment to [Grant County Treasurer, NM](#), your payment was processed at [All Offices office](#). Grant County Treasurer thanks you for your payment. For questions about your account, please call 575-574-0055

Name: JESSIE YOUNG
Address: 1009 25TH ST, RIO RANCHO NM, US, 87124
Contact: 5055540779
Comments: NEW MEXICO SOLAR 4000 LLC/ FLOOD PLAIN FEE

Payment ID: 122956159
Date: 10/21/22 01:47 PM
Subtotal: \$25.00
Fee: \$2.00
Total: \$27.00
Method: Credit Card(*****2007)

Item Purchased	Transaction Description	Account	Amount
Miscellaneous Receipt	Grant Co Treas Gov	401-00-4281	\$25.00

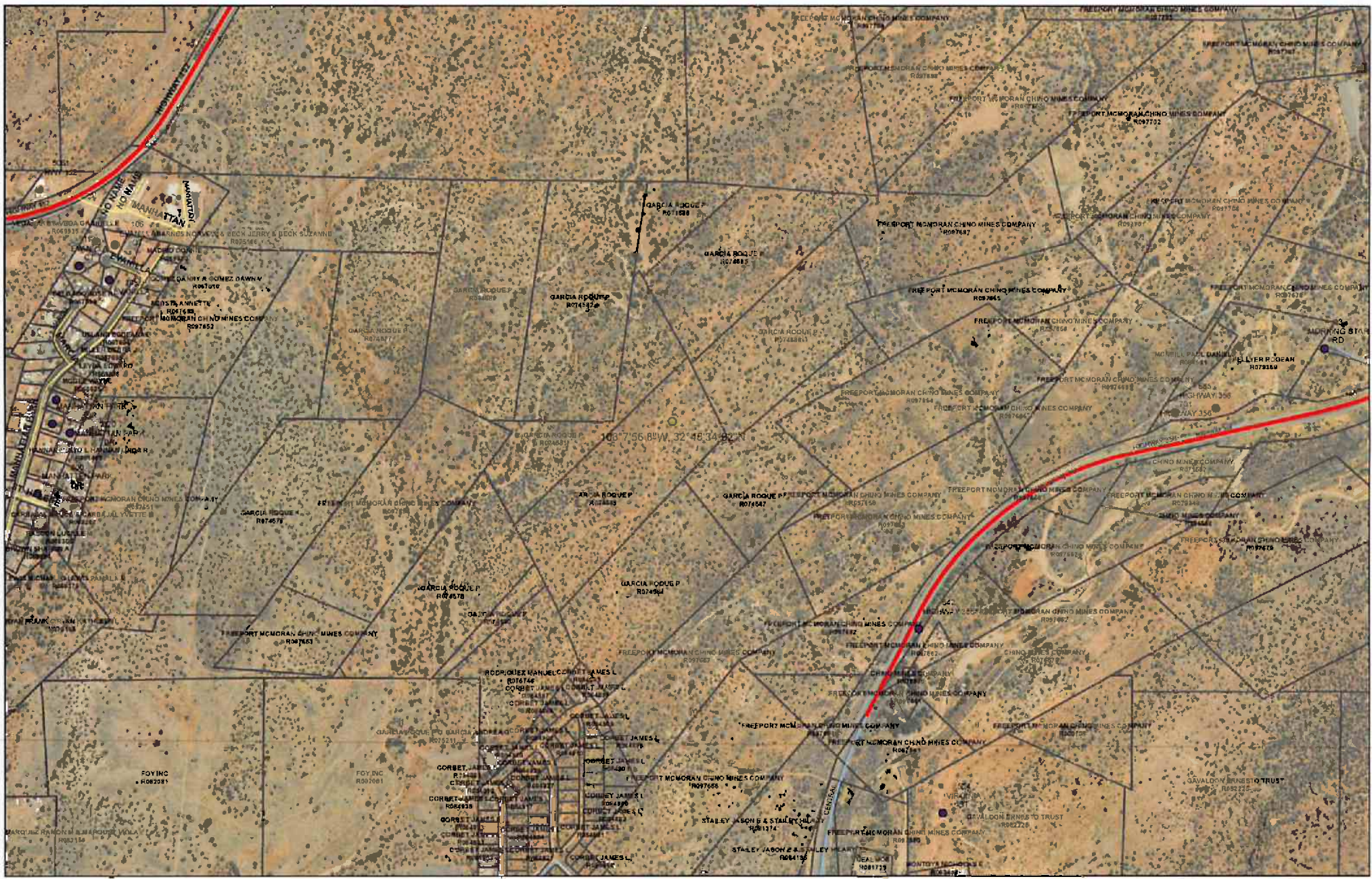
Signature: _____ **Date:** ____/____/____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Grant Co Treas Gov*. If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

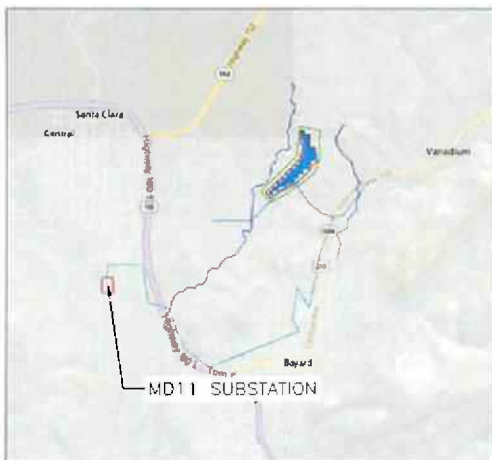
Lorraine Castillo
Chief Deputy Treasurer



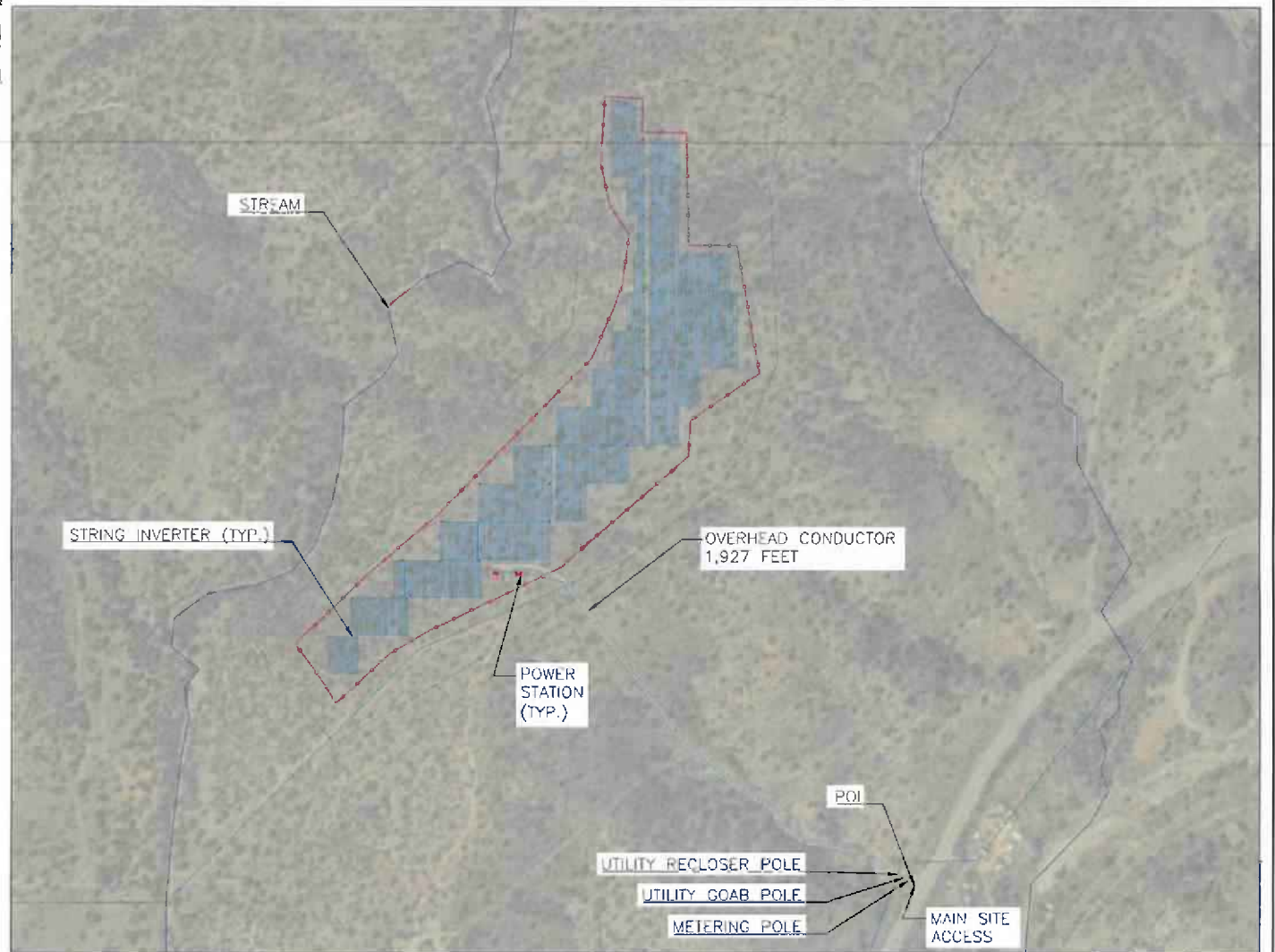
Map labels include owner names and parcel numbers such as: FREEPORT-MCMORAN CHINO MINES COMPANY, GARCIA ROQUE P, RODRIGUEZ MANUEL, CORBET JAMES L, STALEY JASON & STALEY HEARTY, and FOY INC. Parcel numbers include R071508, R074812, R074813, R074814, R074815, R074816, R074817, R074818, R074819, R074820, R074821, R074822, R074823, R074824, R074825, R074826, R074827, R074828, R074829, R074830, R074831, R074832, R074833, R074834, R074835, R074836, R074837, R074838, R074839, R074840, R074841, R074842, R074843, R074844, R074845, R074846, R074847, R074848, R074849, R074850, R074851, R074852, R074853, R074854, R074855, R074856, R074857, R074858, R074859, R074860, R074861, R074862, R074863, R074864, R074865, R074866, R074867, R074868, R074869, R074870, R074871, R074872, R074873, R074874, R074875, R074876, R074877, R074878, R074879, R074880, R074881, R074882, R074883, R074884, R074885, R074886, R074887, R074888, R074889, R074890, R074891, R074892, R074893, R074894, R074895, R074896, R074897, R074898, R074899, R074900, R074901, R074902, R074903, R074904, R074905, R074906, R074907, R074908, R074909, R074910, R074911, R074912, R074913, R074914, R074915, R074916, R074917, R074918, R074919, R074920, R074921, R074922, R074923, R074924, R074925, R074926, R074927, R074928, R074929, R074930, R074931, R074932, R074933, R074934, R074935, R074936, R074937, R074938, R074939, R074940, R074941, R074942, R074943, R074944, R074945, R074946, R074947, R074948, R074949, R074950, R074951, R074952, R074953, R074954, R074955, R074956, R074957, R074958, R074959, R074960, R074961, R074962, R074963, R074964, R074965, R074966, R074967, R074968, R074969, R074970, R074971, R074972, R074973, R074974, R074975, R074976, R074977, R074978, R074979, R074980, R074981, R074982, R074983, R074984, R074985, R074986, R074987, R074988, R074989, R074990, R074991, R074992, R074993, R074994, R074995, R074996, R074997, R074998, R074999, R075000.

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	6,144 kW
SYSTEM SIZE AC	5,000 kW
DC/AC RATIO	1.23
MODULE MODEL	TS4-600DEG20C 20
MODULE RATING	600 W
TOTAL MODULE QUANTITY	10,240
INVERTER MODEL	CP5-SCH274TL-00/VS-800-24
INVERTER RATING	250 kW
TOTAL INVERTER QUANTITY	20
TOTAL NUMBER OF STRINGS	320
STRINGS PER INVERTER	16
MODULES PER STRING	32
INPUTS PER INVERTER	24
RACKING	SINGLE AXIS TRACKING, HEXTRACKER OR EQUIVALENT
TILT	-5° TO 15°
AXIS AZIMUTH	0°
INTER-ROW SPACING	17'-3"
GROUND COVERAGE RATIO	0.50
TOTAL FENCED AREA	APPROXIMATELY 24.1 ACRES
TOTAL PARCEL AREA	APPROXIMATELY 48.4 ACRES

LEGEND	
	1x1 PORTRAIT x 1x1 MODULES, SINGLE AXIS TRACKER, HORIZONTAL N-S AXIS
	POWER STATION
	INVERTER
	20' WIDE SITE ACCESS ROAD
	OVERHEAD MEDIUM VOLTAGE CABLE
	UNDERGROUND MEDIUM VOLTAGE CABLE
	PROJECT SITE SECURITY FENCE
	PARCEL BOUNDARIES



1 SITE LOCATION
SCALE = 1" = 300'



2 ARRAY LAYOUT
SCALE = 1" = 75'

- NOTES:
1. PRELIMINARY DRAWING. NOT FOR CONSTRUCTION.
 2. INSTALLATION TO COMPLY WITH NEC 2017 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES OR REGULATIONS.
 3. EQUIPMENT SHALL BE LABELED AS PER NEC 690.
 4. ACCESS ROAD SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATION, MAINTENANCE, AND UTILITY TRAFFIC THROUGH THE SITE.
 5. DIMENSIONS OF THE PARCEL BOUNDARIES AND EXISTING FEATURES ARE APPROXIMATE. PENDING SURVEY.

PROJECT ADDRESS:	
RAPP CANYON	
SANTA CLARA, NM 88023	
LAT. 32°43'34.62"N	
LONG. 108°7'58.80"W	

TRC		670 NORTH COMMERCIAL STREET SUITE 203 MANCHESTER, NH 03101		PROJECT NO. 497022	
REV.	DESCRIPTION	DATE	DES.	CHK.	APP.
0	ISSUE FOR REVIEW	10/28/22	MS	MP	MP

PRELIMINARY LAYOUT LIGHTSTAR RAPP CANYON	
SANTA CLARA	NM
TRC	REV. 0
PV=1.0	



GRANT COUNTY, NM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
 1400 HIGHWAY 180 EAST, SILVER CITY, NM 88061
 PHONE: 575-574-0007 WEBSITE: WWW.GRANTCOUNTYNM.GOV

SOLAR PROJECT INFORMATION FORM

GENERAL INFORMATION

Date: 12/8/22
 Applicant Name: NM Solar 4000, LLC
 Applicant's Agent/Representative: Kami Cohen
 Mailing Address: 501 Boylston Street, Boston, MA 02116
 Phone: 516-504-5219 E-mail: kami.cohen@lightstar.com

PROJECT INFORMATION

1. Project Name and Description: Rapp Canyon Solar Project
proposed community solar photovoltaic single axis tracker
2. Connected/Involved Parties (Investors/Developers/Purchasers/Owner): _____
3. Location of Facility (include site plan/map): Rapp Canyon between City of Bayard and Santa Clara. See attached map
4. Property Owner: Roque Garcia
 - a. Please attached copy of deed and/or lease agreement.
5. Point of Delivery: The POI is into Substation MD11 Feeder 11 along route 356
6. Transmission Route: MD11 Feeder 11 is a 26kV line that runs to Substation MD11
7. Interconnecting Utility: Public Service Company of New Mexico
8. Interconnection Agreement? YES NO
9. Type of Facility: Photovoltaic Wind Geothermal Solar Hydro Biomass
 Diesel Natural Gas Coal Nuclear Fuel Oil Other _____

10. Prime Mover: Fuel Cell Reciprocating Engine Microturbine Gas Turbine
 Steam Turbine Photovoltaic Other _____

11. System Owner (current and anticipated): NM Solar 4000, LLC

12. Size of Facility, Gen Facility Rating (kW): 6144 kWdc

13. Gen Facility Nameplate Rating (AC) (kVa): 5000 kWac

14. Planned Maximum Export Capacity (MW/MVA or kW/kVa): 5000

15. FERC Docket No. (if applicable): NA

16. Construction Start Date: 12/1/2023

a. Construction Contractor(s): TBD

b. Contact Person During Construction: Scott Greenberg (scott.greenberg@lightstar.com, 716-830-2653)

17. Operation Start Date: Commercial operation: 7/16/2024

18. Engineer/Design Firm: TRC Engineers, Pettigrew Associates PA

a. Engineer/Design Firm Contact: David Roybal, PE Droybal@pettigrew.us

19. Electrician Company: TBD

a. Electrician Contact: TBD but can contact Lighstar's Engineer Allison Denunzio at allison.denunzio@lightstar.com

20. Have you initiated a feasibility/capacity study with a Regional Transmission Organization (RTO) or Incumbent Utility? YES NO

21. Will this project be developed in phases? YES No

a. Timeline: Development of the project has started, with biological, wetland, and cultural studies complete. Interconnection studies, full engineering and design will commence after receipt of award from the RTO

22. Will you be constructing a substation? YES NO

23. What is the planned disposition of the Renewable Energy Certificates (REC) generated by the facility?

Per the Proposed Community Solar Rule, RECs generated by a Community Solar facility are transferred to the qualified utility and are not the property of the subscriber or the subscriber organization. Therefore, as a Community Solar facility, the

24. Have you registered with the Western Renewable Energy Generation Information System (WREGIS)? YES NO

25. Incorporated/Authorized to do business in the State of New Mexico? YES NO

26. Have you been involved in similar projects? YES NO

a. If yes, when and where? Since 2019 to the present, Lightstar is currently in development of 450 MW of ground-mounted, front of the meter community solar projects across NM _____

27. Will you be seeking an Industrial Revenue Bond (IRB)? YES NO

28. What assistance/involvement are you seeking from Grant County? _____

We are seeking assistance from Grant County in reviewing and approving our permit applications and keeping us informed of ways to make our project most successful for all parties involved.

29. What workforce training/educational opportunities will you be providing for the community? Through our partnership with Gekup Solar, we can provide electrical installation training opportunities to interested community members who want to become certified to install solar energy systems. _____

30. What local businesses/contractors will you be utilizing? _____

We will be working with Pettigrew Associates for land surveying and civil engineering. Pettigrew Associates is a New Mexico based, certified women-owned small business. We may also contract with them for construction services if their bid at t

31. Will you have any community partnerships? YES NO

a. If yes, please describe: If awarded capacity in the NM program, we intend to partner with Border Area Mental health to provide annual donations to assist in the Psycho-Social Rehab (PE _____

Kami Cohen

12/8/2022

Signature of Applicants Authorized Official

Date

Kami Cohen

Printed Name & Title

NOTICE TO APPLICANTS

This form is for informational purposes only. The County of Grant reserves the right to require additional information, permit applications or any additional permitting processes/procedures that may be required by local, state and federal laws and regulations. Any permits may be contingent upon the project receiving an award from the New Mexico Public Regulation Commission and prior to the commencement of any subsequent construction. If the project is not awarded any local permits may be revoked.

Deed BK 229

QUITCLAIM DEED

6256

ANDREA MARTINEZ, formerly Andrea Garcia, a single person
for consideration paid, quitclaim S.
to ROQUE P. GARCIA, a single person
whose address is Drawer E
Bayard, NM 88023
the following described real estate in Grant County, New Mexico:

SEE ATTACHMENT "A"

WITNESS my hand and seal this 5th day of September 19 91
Andrea Martinez, formerly Andrea Garcia (Seal)
Andrea Martinez, formerly Andrea Garcia (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF GRANT
The foregoing instrument was acknowledged before me this 5th day of September 19 91
by Andrea Martinez, formerly Andrea Garcia, a single person
Notary Public: Bertha M. Quinones
My commission expires (Seal) 9-29-91

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF
The foregoing instrument was acknowledged before me this
day of 19
by (Name of Officer)
(Name of Corporation Acknowledging)
corporation, on behalf of said
corporation. (State of Incorporation)
My commission expires:
Notary Public
(Seal)

FOR RECORDER'S USE ONLY
STATE OF NEW MEXICO
County of Grant
I hereby certify that this instrument
was filed for record on the 10
day of Oct. 19 91
at 11:16 a.m. and duly
recorded in Book 289
of 6256-7
at page 289
Witness my hand and official seal
A. M. Quinones
COUNTY CLERK, GRANT CO., N.M.
Deputy

A tract of land being part of the Betty Jo Group, M.S. 2015 situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 17 South, Range 12 West and in the S $\frac{1}{4}$ S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 17 South, Range 13 West and in the NW $\frac{1}{4}$ of Section 6, Township 18 South, Range 12 West and in the E $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, N.M.P.M., Grant County, New Mexico being described more particularly according to the survey of William Ulric Miller, R.L.S. #8893, as follows:

Beginning at Corner No. 1, which is identical with Corner No. 1 of the Bellamy Lode; from whence the North Quarter Corner of Section 1 bears N.6°26'W., 1032.68 ft. distant; Thence S.89°30'E., 215.78 ft. to Corner No. 2, which is identical with Corner No. 4 of the Norman Lode; Thence N.8°26'E., 1036.03 ft. along the West line of the Norman Lode to Corner No. 3, a point on the North line of Section 36; Thence S.89°30'E., 605.78 ft. along the North line of Section 36 to Corner No. 4, a point on the East line of the Norman Lode; Thence N.8°26'E., 462.27 ft. to Corner No. 5, which is identical with Corner No. 2 of the Norman Lode, a point on the South line of the Fort Bayard Military Reserve; Thence S.89°30'E., 1471.10 ft. to Corner No. 6, which is identical with the Beg. Corner of the Fort Bayard Military Reserve; Thence S.85°43'E., 1068.12 ft. along the South line of the Fort Bayard Military Reserve to Corner No. 7, a point on the Line 2-3 of the Lion Lode; Thence S.29°08'E., 40.56 ft. to Corner No. 8, which is identical with Corner No. 3 of the Lion Lode; Thence S.47°08'W., 201.06 ft. along the South line of said Lion Lode to Corner No. 9; Thence S.20°06'E., 492.23 ft. to Corner No. 10, a point on line 3-4 of the Fairview Lode; Thence S.73°20'W., 161.89 ft. to Corner No. 11, which is identical with Corner No. 1 of the Fairview Lode; Thence S.38°15'E., 421.97 ft. to Corner No. 12, a point on the North line of the Bismark Lode, M.S. 1371; Thence S.60°34'W., 799.83 ft. to Corner No. 13, which is identical with Corner No. 3 of the Bismark Lode; Thence S.47°49'E., 476.56 ft. along the West line of the Bismark Lode to Corner No. 14, a point on line 2-3 of the Sunny Side Lode; Thence S.43°08'W., 749.77 ft. to Corner No. 15, which is identical with Corner No. 3 of the Sunny Side Lode; Thence N.38°15'W., 6.03 ft. to Corner No. 16, which is identical with Corner No. 2 of the Sunny Side No. 2 Lode; Thence S.45°42'W., 1186.86 ft. to Corner No. 17, which is identical with Corner No. 3 of the Sunny Side No. 2 Lode; Thence N.38°15'W., 281.34 ft. to Corner No. 18, which is identical with Corner No. 2 of the Henry Lode; Thence S.36°56'W., 908.49 ft. to Corner No. 19, which is identical with Corner No. 3 of the Henry Lode; Thence N.26°32'W., 181.47 ft. along line 3-4 of the Henry Lode to Corner No. 20, a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1; Thence N.0°01'W., 448.68 ft. to Corner No. 21, which is identical with the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; Thence N.89°42'W., 823.97 ft. along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to Corner No. 22, a point on line 3-4 of the Maggie Lode; Thence N.29°08'W., 80.62 ft. to Corner No. 23, which is identical with Corner No. 4 of the Maggie Lode; Thence N.36°11'E., 1798.47 ft. to Corner No. 24, which is identical with Corner No. 2 of the Ajax Lode M.S. 2040; Thence N.64°27'W., 598.79 ft. to Corner No. 25, which is identical with Corner No. 1 of the Ajax Lode; Thence S.36°14'W., 1726.55 ft. to Corner No. 26, which is identical with Corner No. 3 of the Bellamy Lode; Thence N.89°30'W., 739.10 ft. to Corner No. 27, which is identical with Corner No. 4 of the Bellamy Lode; Thence N.36°14'E., 1500.00 ft. to the point and place of beginning. Containing 197.068 acres, more or less.

Subject to reservations, restrictions, and easements of record.

LESS AND EXCEPT:

A Ten (10) acre tract of land being part of the Henry Lode, M.S. 2015 in the Betty Jo Group situate in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, N.M.P.M., Grant County, New Mexico, as deeded to Ray Rodriguez and Sylvia Rodriguez in Book 226 Pages 8070-8071 of Deed Records in the Office of the Grant County Clerk, Silver City, New Mexico.

Together with a general ingress-egress roadway easement over and across part of the Betty Jo Group and part of Block 7 of the Mountain View Addition to the Village of Bayard.

OPTION AND GROUND LEASE FOR SOLAR ENERGY SYSTEM

This Option and Ground Lease for Solar Energy System (this "Agreement") is entered into to be effective as of March 22nd, 2022 ("Effective Date") by and between Roque P. Garcia, a married man dealing with his separate property ("Landlord"), and NM Solar 4000 LLC, a Delaware limited liability company ("Tenant"). Tenant and Landlord are sometimes referred to herein individually as a "Party" and collectively as the "Parties."


RECITALS:

- A. Landlord is the owner of fee simple title to that real property located in the Town of Bayard and Santa Clara, Grant County, New Mexico off Rapp Canyon Road at coordinates 32.7748979278344 [N] -108.133921017507 [W], described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. Tenant desires to obtain an option to lease the Property, and upon exercise of such option, to lease the Property to develop and operate photovoltaic solar energy generation and related facilities thereon, and Landlord desires to grant Tenant such option and lease the Property to Tenant for that specific purpose and use.

NOW THEREFORE, in consideration of the agreement of the Parties, and the payments and covenants herein contained, the Parties do hereby agree:

1. **Lease Option.** Landlord does hereby grant to Tenant, and Tenant does hereby accept, an exclusive and irrevocable option (the "Option") to lease from Landlord, and if Tenant exercises the Option, Landlord shall lease to Tenant, for Tenant's exclusive use and possession, the Property, on the terms and conditions hereinafter set forth (the "Lease").
2. **Option Term.** The term of the Option shall be for a 12-month period beginning on the Effective Date ("Initial Option Period"); provided, however, that Tenant shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Landlord, in which case, the Parties will have no further obligations hereunder, except as provided in Section 37 (Effect of Termination). If Tenant is diligently pursuing permits and/or agreements necessary in connection with installing a solar energy production facility, Tenant may, at its sole discretion, extend the Initial Option Period for three, 12-month periods (each an "Option Extension Period" and together with the Initial Option Period, collectively, the "Option Period"). Notice to extend shall be submitted to Landlord ten (10) days before the end of the Option Period.

3. **Option Consideration.**
- 



4. **No Marketing During Option Period.** Landlord hereby covenants and agrees that it will not market or offer all or any portion of the Property for sale or lease or accept any offers for sale or lease and will not grant any interest in or to any portion of the Property during the Option Period. Further, Landlord covenants and agrees that it will not, at any time during the Option Period, make or cause to be made any statements that disparage or damage the reputation of the Tenant or the Project (as defined in Section 10.2(b)) or challenge any prospective or existing Permits and Approvals or third-party agreements in connection with the Project.

5. **Diligence During Option Period.** Landlord hereby grants to Tenant and its agents (including employees), contractors, invitees, licensees, and permittees (collectively, "Tenant's Agents") during the Option Period the right of entry and easement to, from, on, over and across the Property for the purpose of conducting studies, inspections, surveys, assessments, and investigations of the Property as Tenant may deem necessary or desirable to determine the suitability of the Property for the Operations (as defined in Section 10.1 [Permitted Uses]), and to make such plans and obtain the Permits and Approvals (as defined in Section 11 [Permits and Approvals]) for the Operations as Tenant deems appropriate (collectively, Tenant's "Due Diligence"). Tenant shall comply with all laws, ordinances, rules, and regulations applicable to Tenant's Due Diligence and, if Tenant does not exercise the Option, shall repair any physical damage to the Property to the extent caused by Tenant or any of Tenant's Agents in conducting its Due Diligence. Tenant shall indemnify Landlord from and against all liability and claims for damage to property or injury to persons to the extent caused by the negligence or intentional misconduct of Tenant or any of Tenant's Agents on or about the Property in conducting the Due Diligence. In the event Tenant does not exercise the Option, at Landlord's written request, Tenant shall promptly deliver to Landlord, at no cost to Tenant, copies of any non-confidential Due Diligence related materials, reports and/or test results.

6. **Method of Exercising the Option.** Tenant may exercise the Option at any time during the Option Period by delivering written notice to Landlord at its notice address identified below, or to such alternative address provided by Landlord to Tenant in writing (hereinafter the "Option Notice"). The Option Notice shall identify a commencement date for the Lease ("Lease Date"), which shall be no later than the day following the end of the Option Period. Beginning on the Lease Date, the Lease shall be and become effective. If Tenant does not exercise the Option during the Option Period, or if Tenant provides written notice to Landlord that it elects not to exercise the Option, this Agreement shall immediately terminate and, except as provided in Section 37 (Effect of Termination), the Parties will have no further obligations hereunder.

7. **Memoranda.** Concurrent with the execution of this Agreement, the Parties shall execute a memorandum of the Option ("Memorandum of Option") and a memorandum of the Lease

(“Memorandum of Lease”) both in forms reasonably satisfactory to Tenant and consistent with the requirements of New Mexico law, and the County Clerk’s Office for Grant County. Tenant may immediately record, at its cost, the Memorandum of Option in the County Clerk’s Office. In the event Tenant properly exercises the Option, Tenant may, no sooner than the Lease Date, record, at its cost, the Memorandum of Lease in the County Clerk’s Office. If the Property or Term are amended at any time, the Parties shall execute an amendment to the Memorandum of Lease and Tenant may record, at its cost, such amendment in the County Clerk’s Office. If Tenant terminates this Agreement or the Lease, then Tenant shall record in the real property records of Grant County, New Mexico, within 60 days after the termination of this Agreement or the Lease, a notice of termination of this Agreement or the Lease, as the case may be. Tenant shall be obligated to pay Landlord a late charge of \$50 per day for each day that it is late in performing the obligation imposed on it by the preceding sentence. The obligations imposed on Tenant by this Section shall survive the termination of this Agreement or the Lease.

8. **Leasehold Title Policy.** Tenant may procure, at its expense and option, a title policy from a nationally recognized title insurance company insuring Tenant’s interest in the Property. Landlord shall fully cooperate with Tenant and the title insurance company in obtaining such policy, including, without limitation, promptly providing to the title insurance company all necessary approvals, consents, customary affidavits, estoppels, organizational documents and agreements. Tenant may also obtain a survey (“Survey”) of the Property that shows the boundary lines of the Property and otherwise be sufficient to constitute a legal description of the Property (and any related easements) or a legal subdivision of the Property (and any related easements) from the Land (as defined in Section 10.2(e)) if applicable. Upon receipt of the Survey, Landlord and Tenant, shall, at Tenant’s election, amend this Agreement to replace Exhibit A with the description of the Property set forth in the Survey.

9. **Lease Term.**

9.1 **Term.** As used in this Agreement, “Term” means, collectively, the Construction Term, the Primary Term and any Extension Term that may apply, as defined in Section 9.4 (Extension Terms).

9.2 **Construction Term.** The Lease shall commence upon the Lease Date and shall continue for a period of time (the “Construction Term”) ending on the date that construction of the Project is complete and the Project generates and delivers electrical power to purchasers of such power (the “Placed In Service Date”). Tenant shall notify Landlord of the Placed in Service Date within 30 days after that date.

9.3 **Primary Term.** Unless Tenant notifies Landlord that Tenant elects to terminate the Lease in accordance with Section 10.3 (Construction), the Term of the Lease shall automatically extend and continue for a period of time (the “Primary Term”) ending on the date that is twenty (20) years after the expiration of the Construction Term.

9.4 **Extension Terms.** Unless Tenant notifies Landlord that Tenant does not wish to extend the Term, the Term of the Lease shall in each instance automatically extend for five (5) consecutive periods of five (5) years each (each an “Extension Term”), on the same terms and

conditions as the Primary Term except as otherwise expressly provided herein. If Tenant ever desires to prevent the Term from being extended (or further extended) pursuant to this paragraph, Tenant may notify Landlord of same at least sixty (60) days before the expiration of the Primary Term or Extension Term then in effect, after which the Term will expire at the end of the Primary Term or Extension Term then in effect and no further Extension Terms will be available to Tenant.

10. **Use of Property by Tenant.**

10.1 **Permitted Uses.** The Lease is for use of the Property for photovoltaic solar energy collection and conversion; for generation, storage and transmission of electric power and for related and incidental purposes and activities (collectively, "Operations"), including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities to harness sunlight for photovoltaic electric energy generation, including, without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) electrical transmission and distribution facilities, including, without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installations, (ix) safety protection facilities, security cameras and surveillance equipment, (x) maintenance yards, (xi) roads, (xii) erosion control facilities, (xiii) signs, (xiv) fences, and (xv) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Property (all of the foregoing, including the Solar Energy Facilities, collectively "Improvements"); provided, however, that the Parties intend that, to the extent permitted by law, all such installations and Improvements be regarded for tax purposes as personal property, and never as fixtures to the real property, unless hereafter consented to in writing by Landlord, as such installations and Improvements could impact the existing dry land grazing assessments currently in place with respect to the real property taxes and assessments levied against the real property;

(c) removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation (including the cutting, removal and sale of any timber or trees and stumps, dismantling, demolishing, and removing any improvement, structure,

embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy Facilities, the other installations and Improvements or the use of the Property intended by Tenant hereunder; and excavating, grading, leveling and otherwise modifying the surface of the Property (if requested by Tenant, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees); and

(d) undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

10.2 Additional Uses. The Parties acknowledge and agree:

(a) that solar energy technologies are improving at a rapid rate and that it is probable that Tenant may (although Tenant shall not be required to) replace from time to time existing Solar Energy Facilities on the Property with newer model or design Solar Energy Facilities which are, in Tenant's sole opinion, superior to the facilities or equipment replaced;

(b) the Lease includes the right of ingress to and egress from the Solar Energy Facilities and other installations and Improvements over, under, and along the Property by means of any existing roads and lanes thereon, and by such other route or routes as Tenant may construct on the Property from time to time, for the benefit of and for purposes incidental to Operations on the Property and installations and Improvements that are developed, installed, constructed and/or operated on the Property as all or part of a single solar energy system or multiple solar energy systems located on the Property to generate and deliver electrical power to purchasers of such power (the "Project");

(c) the Lease includes the right to conduct any and all Operations on the Property for the benefit of and for purposes incidental to the Project, including the right to (i) install and maintain on the Property transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Property, and (ii) install and maintain on the Property communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Property; and

(d) the Lease does not extend to, affect or prevent any rights of Landlord to (i) make any use of the Property that is at least fifty (50) feet below the surface of the Property, including, Landlord's right, without limitation, to conduct any prospecting for, drilling, mining, or removing from the Property (A) oil, gas, and other hydrocarbon substances; (B) hot water, steam, steam power, geothermal steam, waters, thermal energy, and mineral byproducts therefrom for conversion into electrical power or processing byproducts therefrom; or (C) any other minerals or substances (collectively, "Subsurface Rights"), or (ii) surface or subsurface water or any other water rights relating to the Property ("Water Rights"). The Subsurface Rights and the Water Rights, if any, are specifically reserved unto Landlord, and Tenant has no interest in or has any right of control over same. In exercising any Subsurface Rights or Water Rights, Landlord shall not interfere with Tenant's Operations or Tenant's installations and Improvements.

(e) to the extent, the Property does not include all of the real property owned by Landlord (such real property contiguous to the Property hereinafter referred to as the “Land”), in addition to all other rights granted herein, Landlord hereby irrevocably grants and conveys to Tenant (and its successors and assigns), in the location or locations shown on Exhibit B attached hereto and incorporated herein by reference, the following easements across the Land (collectively, the “Easements”), which Easements shall be appurtenant to Tenant’s leasehold estate, run with the land and inure to the benefit of Tenant and its successors and assigns and be binding upon Landlord:

1.1.1 an exclusive easement, for the Term, for electrical interconnection purposes, including, but not limited to installation, maintenance, repair, replacement and operation of transmission, distribution and collection cables, conduits, wires and/or lines which carry communication electrical energy or communications of any nature to and from the Property (and any associated improvements, facilities and/or equipment);

1.1.2 an easement, for the Term, for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Land;

1.1.3 a temporary exclusive easement to be used for access and staging in connection with the construction, operation and maintenance of the Project.

1.2 Landlord acknowledges and agrees that unless and until (i) Tenant elects not to exercise the Option, or (ii) the Lease terminates, Landlord shall not enter into any agreement, whether written or oral, with any party other than Tenant to own, construct, operate or maintain a solar power generating facility on the Land.

10.3 Construction. Except in instances where Landlord’s consent or approval is expressly required herein, the location, design and the timing regarding the installation of Improvements shall be determined by Tenant. Tenant shall not be obligated to commence construction of the Project and Tenant shall have the right to terminate the Lease on thirty (30) days’ written notice to Landlord if Tenant determines, in its sole discretion, that construction and/or operation of the Project on the Property is no longer feasible.

11. Permits and Approvals. Tenant shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity, any permit, entitlement, approval, authorization, agreement or other rights that are necessary in connection with the Project or the Operations (collectively, “Permits and Approvals”), and Landlord shall, upon Tenant’s request, cooperate in good faith to execute and, if appropriate, cause to be acknowledged and recorded any application, instrument or other document (including, without limitation, any variance, encroachment agreement or setback waiver) that is reasonably needed by Tenant and is timely requested by Tenant in connection therewith. Such documentation shall be in the form required by such governmental agency or other person or entity. Landlord shall promptly cooperate in good faith with Tenant to obtain any Permits and Approvals related to use of the Property, at no cost or expense to Landlord. Tenant shall reimburse Landlord for its reasonable actual evidenced out-of-pocket expenses incurred in connection with such cooperation, within ten (10) days after Tenant’s receipt of a request for such payment, in an

amount not to exceed \$ [REDACTED] Landlord shall not do anything on the Property that would violate any Permits and Approvals.

12. **Rent.**

12.1 [REDACTED]

12.2 **Operating Rent.** [REDACTED]

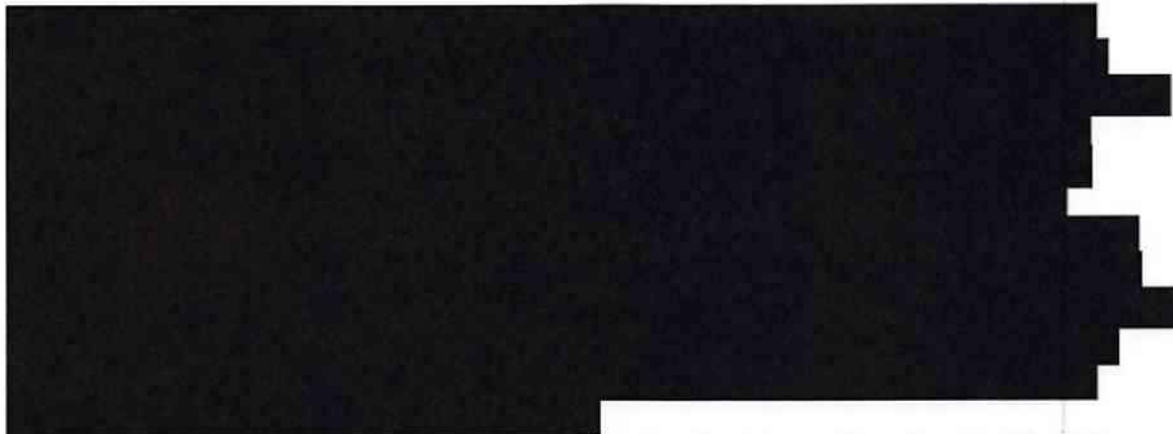
12.3 **Escalation of Rent.**

(a) [REDACTED]

[REDACTED]

12.4 **Payment of Rent.** [REDACTED]

13. **Payment of Taxes.** [REDACTED]



14. **Utilities.** Tenant shall be solely responsible for obtaining and paying for all utilities needed or used by Tenant on the Property, including any costs associated with establishing utility service. Landlord will not be liable for damages, by any abatement of Rent or otherwise, for any interruption in the availability of any utility service. Such unavailability of any utility service will not constitute a basis for termination, eviction or a disturbance of Tenant's use and possession of the Property or relieve Tenant from paying Rent or performing any of Tenant's obligations under the Lease. In the event any public utilities involved with the Project are unable or unwilling to use or rely upon Tenant's interest in the Property arising under the Lease for the location of their facilities on the Property, then promptly upon request of Tenant, Landlord shall execute and deliver, at no cost to Tenant, such easements over the Property as such public utilities may require for development of the Project. Further, upon Tenant's request, if required by any such public utilities, the area of any such easements shall be removed from the description of the Property for purposes of the Lease and the Parties shall execute an amendment to the Lease to accomplish that removal.

15. **Liens.** Landlord and Tenant shall each conduct their activities so as not to cause any liens or claims of liens to be filed or asserted against the interests of the other, and each Party shall conduct their activities so as to keep the respective interests of the other Party free and clear of any and all liens and claims of liens of any kind, including but not limited to, liens for labor and services performed on, and materials, supplies and equipment furnished in connection with such Party's ownership or use of such Party's interest in the Property, subject to such Party's right to contest such liens and claims. If such Party having caused such lien to occur wishes to contest any such liens or claims, such Party shall, within thirty (30) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, and in good faith either resolve or remove any such liens from the Property pursuant to applicable law.

16. **Maintenance of Property.**

16.1 **Maintenance.** Throughout the term of the Lease, Tenant shall, at Tenant's sole cost and expense, maintain the personal property Improvements and all of the Property in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. Tenant shall not unreasonably clutter the Property and shall collect and dispose of any and all of Tenant's refuse and trash.

16.2 Failure to Comply. If Tenant fails to comply with any obligation of Tenant under this Section 16 (Maintenance of Property), after Landlord has given Tenant at least thirty (30) days' prior written notice of such failure, Landlord shall have the right but not the obligation to take such measures to correct the noticed failure as Landlord deems necessary, in its reasonable discretion, and charge the reasonable cost and expense, actually incurred and evidenced, thereof to Tenant, which will become subject to payment as additional rent due with the next installment of Rent.

17. Security; Landlord's Access. All security measures reasonably necessary to protect against damage or destruction of Tenant's Operations and Improvements, or injury or damage to persons or property on the Property, may be provided by Tenant on the Property, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable. Upon not less than two weeks' prior written notice, Landlord may access any part of the Property during the hours of 8:00 AM to 5:00 PM, any day of the week, except national holidays, for the purpose of inspection to determine Tenant's compliance with the Lease, provided that Landlord complies with Tenant's standard safety procedures. During such inspection, Landlord shall not unreasonably interfere with Tenant's Operations. Tenant shall have the right to accompany Landlord during such access.

18. Insurance.



19. Indemnity.

19.1 Indemnity by Tenant. Tenant shall defend, indemnify and hold Landlord harmless from liability and claims of liability, to and including, but not limited to, claims for damage to property, death or injury to persons, resulting from the negligent or intentional activities of Tenant and Tenant's Agents or resulting from any conditions existing on or about the Property within the control of Tenant or Tenant's Agents.

19.2 Indemnity by Landlord. Landlord shall defend, indemnify and hold Tenant and its members, managers and employees harmless from liability and claims of liability, to and including, but not limited to, claims for damage to property, death or injury to persons, resulting from the negligent or intentional activities of Landlord and its agents (including employees), contractors, invitees, licensees and permittees (collectively, "Landlord's Agents"). This indemnity is in relation to activity on or about the Property only, and not merely the result of the condition of the Property (except for hazardous substances which exist on the Property prior to the Lease Date), as Tenant has the exclusive possession and control of the Property, and would be responsible for the conditions existing thereon not caused by the activities of Landlord and Landlord's Agents.

19.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Landlord against any claims, costs, damages, fees or penalties arising from a violation by Tenant or Tenant's Agents of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property, except for any such violation which is the result of the existence on or under the Property of such hazardous substances on or before the Lease Date. Landlord represents to Tenant that it is not aware of any hazardous substances on or under the Property on the Effective Date of the Lease.

19.4 New Mexico Indemnity Savings Clause. To the extent, if at all, Section 56-7-1 NMSA 1978, as amended, is applicable to this Agreement, any agreement to indemnify, hold harmless, insure or defend another party contained herein or in any related documents will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of any indemnitee, its officers, employees or agents.

20. Assignment. Tenant may not assign the Lease, in whole or in part, without the prior express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Tenant may, without the consent of Landlord, transfer, encumber, convey or otherwise assign any or all of Tenant's rights and leasehold interests in the Property, the installations and Improvements or the Lease: (a) as security to one or more mortgagees, beneficiaries of deeds of trust, or other holders of a Mortgage as provided for in Section 26 (Consent to Encumber) (each, a "Mortgagee"), in connection with financing (including refinancing) of the Project, the Solar Energy Facilities or other installations and Improvements, or the development of the Property; or (b) to any entity (i) which controls, is controlled by, or is under common control with Tenant; (ii) resulting from the merger or consolidation with Tenant; or (iii) which acquires all or substantially all of the assets or ownership interest of Tenant related to the Operations and the Property, provided that such assignee assumes in full the obligations of Tenant under the Lease. Tenant shall notify Landlord in writing promptly upon any assignment, transfer or encumbrance of the Lease to a secured party in connection with such financing.

21. Default.





22. **Termination by Landlord: Holdover.**



23. **Surrender and Restoration.**

23.1 **Surrender.** Upon any termination, surrender, or expiration of the Lease, subject to **Section 23.2 (Restoration)**, Tenant shall (a) remove all of Tenant's installations and Improvements, (b) peaceably deliver up to Landlord possession of the Property and surrender any other rights associated with or granted by the effects of the Lease, and (c) execute, at Landlord's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency or agencies.

23.2 **Restoration.** Except as expressly provided in this **Section 23.2 (Restoration)**, within six (6) months after any termination, surrender, or expiration of the Lease, Tenant shall perform the following work on the Property (collectively, "**Restoration**"): (a) restore the surface and subsurface of the Property, except that, with respect to the surface, Tenant shall have no obligation to replace plants, crops, trees or other foliage removed during the Term and, with respect to the subsurface, Tenant's restoration obligation shall be to remove all installations and Improvements Tenant had caused to have installed or made on the Property, to a depth of one (1) foot below the surface of the Property; and (b) Tenant shall restore the grade of the Property to substantially the condition that existed at the Lease Date and shall repair any damage to the Property as a result of any removal of Tenant's installations and Improvements under this

Section 23.2 (Restoration). Notwithstanding the foregoing, Landlord shall have the right (in Landlord's sole discretion) to waive Tenant's obligation to perform the Restoration as provided in this **Section 23.2 (Restoration)**. Landlord shall exercise this waiver, if at all, by giving Tenant written notice of any waiver no later than ninety (90) days prior to the end of the Term or thirty (30) days after any earlier termination or surrender of the Lease, as applicable. No such waiver by Landlord shall prevent Tenant from removing any installations and Improvements that Tenant desires to remove. Tenant shall continue to pay Rent to Landlord, at the rate applicable immediately prior to such termination, surrender or expiration of the Lease, until the Restoration is complete.

23.3 Removal Bond. On or by the fifteenth (15th) anniversary of the Lease Date, Tenant shall obtain and deliver to Landlord a reasonable financial assurance, the form of which shall be determined by Tenant in its reasonable discretion, securing performance of Tenant's obligation to perform the Restoration (the "**Removal Bond**"). The Removal Bond shall be equal to the estimated amount, if any, by which the cost of the Restoration exceeds the salvage value of the Improvements (the "**Net Removal Costs**"). To the extent that the Net Removal Costs are zero (or negative), a Removal Bond shall not be required on the part of Tenant, provided, however that Tenant shall re-evaluate the need for a Removal Bond at least annually after the fifteenth (15th) anniversary of the Lease Date. Tenant shall not be required to deliver such Removal Bond to Landlord if Tenant (a) is in the process of repowering or otherwise redeveloping the power generating units on the Property with new power generating units (or commits in writing with notice to Landlord to do so within two (2) years after the fifteenth (15th) anniversary of the Lease Date), or (b) has delivered such financial assurance in connection with the permitting of the Improvements. Once in place, Tenant shall keep such Removal Bond, or similar financial assurance, in force throughout the remainder of the Term. The Net Removal Costs shall be determined by Tenant acting in good faith.

24. Condemnation

24.1 Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Property, or the installations and Improvements thereon, for any public use or otherwise, then the interests and obligations of Tenant under the Lease in or affecting the Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Property or the installations and Improvements thereon, (ii) the date that Tenant is no longer able or permitted to operate the installations and Improvements on the Property in a commercially viable manner, or (iii) the date of the condemnation judgment or decree of the court. Tenant shall continue to pay all amounts required, due and payable under the Lease to Landlord, until such termination, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under the Lease, and Tenant shall vacate the Property forthwith and comply with **Sections 23.1 (Surrender) and 23.2 (Restoration)**.

24.2 Partial Taking. If, at any time during the term of the Lease, any such authority having the power of eminent domain shall condemn any portion of the installations and Improvements, or of the Property to the extent that Tenant is able to reasonably continue its Operations, then the interest and obligations of Tenant under the Lease as to those installations

and Improvements or the Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of such Improvements or the Property, (ii) the date that Tenant is no longer able or permitted to operate the installations and Improvements on the Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment or decree of the court, and, unless the Lease is terminated as herein provided, the Lease shall continue in full force and effect as to the remainder of the installations and Improvements and of the Property. Rent and other amounts due and payable hereunder shall be equitably abated in proportion to the extent of the effects of the taking.

24.3 **Condemnation Award.** In the event of a complete or partial taking of the Property or the installations and Improvements is sought by the condemning agency, Tenant shall be entitled to assert a claim against the condemning agency in regard thereto, and may seek to advance its own claim for damages and compensation in such proceedings, and may seek to recover and receive an allocation of any compensation and damages that is specifically attributable to the take on account of Tenants' leasehold interest, Tenant's installations and Improvements, and those allocations proven to be specifically attributable to Tenant's loss and right to recover any claimed losses of revenue that otherwise were being generated under the effects of the Lease, and relocation costs or damages as a result of its inability to relocate. The Parties shall advance their claims and be entitled to receive their respective shares attributable to their respective losses in any recovery that is obtained in those eminent domain proceedings.

25. **Certain Protective Covenants.**

25.1 **Noninterference.** During the term of the Lease, Landlord covenants and agrees that as long as Tenant observes, keeps and maintains the terms and conditions of the Lease, Landlord will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Tenant of its rights granted by the Lease; (ii) take any action anywhere or permit any condition to exist on the Property which will materially interfere with the availability or accessibility of sunlight to the Property; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Property; (iv) take any action which will materially impair Tenant's access to the Property for the purposes specified in the Lease, or materially impair Tenant's access to any of the installations and Improvements; or (v) at any time during the Term, make or cause to be made any statements that disparage or damage the reputation of the Tenant or the Project or challenge any prospective or existing Permits and Approvals or third party agreements in connection with the Project. Notwithstanding the foregoing, Landlord shall have no obligation under the Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not identified in the Lease.

25.2 **Quiet Enjoyment.** As long as Tenant observes, keeps and maintains the terms and conditions of the Lease, Landlord warrants that Tenant shall peaceably hold and enjoy the Property, and any and all other rights granted by the Lease for its entire Term, without interference or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord except as expressly provided in the Lease.

25.3 **Observance of Laws and Covenants; Safety.** Tenant shall use the Property granted by the Lease only for the purposes stated herein and shall conduct all of its operations on the Property in a lawful manner after obtaining all necessary Permits and Approvals. Tenant will carry out the Operations and its responsibilities, and exercise any rights which it possesses, under the Lease in a manner which is consistent with all applicable laws, rules, ordinances, orders and regulations of governmental agencies.

26. **Consent to Encumber.**

26.1 **Consent.** Tenant may from time to time, without the prior written consent of Landlord, encumber Tenant's interest in the Lease and/or Tenant's leasehold interest in the Property by mortgage, deed of trust or other real or personal property security instrument (a "**Mortgage**"), provided that any Mortgage and all rights acquired under it shall be subject to all covenants, conditions and restrictions stated in the Lease and to all rights and interests of Landlord, and further provided that Tenant shall promptly, upon the execution or assignment of any Mortgage, deliver to Landlord the contact information for the holder of such Mortgage. Nothing contained in any such Mortgage shall release or be deemed to relieve Tenant from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Tenant or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Landlord hereunder.

26.2 **Consent/Estoppel Certificate.** At the request of a Party, or a Finance Party, the non-requesting Party or Parties shall within ten (10) business days of such request execute, acknowledge and deliver to the requesting Party or Finance Party, as applicable, a usual and customary Consent/Estoppel Certificate which may include among other things the following declarations: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Tenant's monetary obligations hereunder have been paid in advance; (iii) whether, to the declaring Party's knowledge, either Party is or is not then in Default hereunder and/or if any actions have been commenced or notices sent for the purpose of terminating, cancelling or surrendering the Lease; (iv) whether, to the declaring Party's knowledge, any past Defaults have been fully cured; (v) whether the declaring Party has received any written notice from any governmental authority with respect to condemnation or if the declaring Party has any knowledge of any threatened condemnation; (vi) matters typically required by owners for the issuance of a title insurance policy, including ownership of the Improvements; and (vii) such other matters as may be reasonably requested.

27. **Protection of Finance Party.** Any Mortgagee of any interest of Tenant hereunder shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, and any financier making direct or indirect equity investments in Tenant shall, for so long as that investment continues, be entitled to the following protections.

27.1 **No Amendment.** Landlord shall not agree to any material amendment, mutual termination or modification or accept any surrender of the Lease, nor shall any such amendment,

termination, modification or surrender be effective, without the written consent of each Finance Party.

27.2 Notice of Default. Landlord shall have no right to terminate the Lease due to Default by Tenant unless and until Landlord shall first have sent to a Finance Party that requested a copy of notice of Default under Section 21 (Default) and thereafter afforded such Finance Party an opportunity to cure such Default within the period specified in Section 21 (Default) plus an additional 30 days, and all Finance Parties shall have failed to effect the cure of such Default within the period specified in Section 21 (Default) plus such additional 30 days.

27.3 Right to Perform. Any Finance Party shall have the right at any time to pay any Rent due hereunder and to perform or cause to be performed any other obligation of Tenant at or within the time such payment or performance is required under the Lease or within 30 days thereafter.

27.4 Right to Cure. Any Finance Party shall be entitled to cure any Default under the Lease in the manner and on the same terms as granted to Tenant in Section 21 (Default); provided, however that the time periods in Section 21 (Default) shall be deemed extended by 30 days for a Finance Party. Nothing in the Lease shall be construed to obligate a Finance Party to cure any Default or perform any obligation of Tenant. Time spent diligently foreclosing a Mortgage shall constitute time spent diligently curing any Default relating to any obligation that can only reasonably be performed by a party in possession of the Property.

27.5 Right of Access. Any Finance Party shall have a right to enter the Property during the Term to inspect the Property and the installations and Improvements and to avail itself of the protections in this Section 27.5 (Right of Access). Within the 90-day period after receipt by any Finance Party of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the installations and Improvements from the Property), the Finance Party may remove the installations and Improvements from the Property if it pays Rent to Landlord in advance for that period at the rate applicable immediately prior to such termination of the Lease.

27.6 No Merger. In the event Tenant acquires fee ownership of the Property, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by the Lease with the fee without the prior written consent of all Finance Parties.

27.7 Non-Disturbance Agreement. After the Lease Date, Landlord may encumber Landlord's interest in the Lease or the Property by mortgage, deed of trust or other security instrument (a "Landlord Mortgage"); provided, however, that prior to executing any Landlord Mortgage on the Property, Landlord shall deliver to Tenant a Non-Disturbance Agreement (as defined below in this Section) from each mortgagee, beneficiary or holder thereof. Any Non-Disturbance Agreements obtained by Landlord pursuant to this Section 27.7 (Non-Disturbance Agreement) shall be in a form reasonably acceptable to Tenant and any Finance Party and shall be in a form that may be recorded following its execution. "Non-Disturbance Agreement" means an agreement between Tenant and each mortgagee, beneficiary or other holder of a Landlord

Mortgage that provides that the mortgagee, beneficiary or other holder of a Landlord Mortgage shall (i) be subject to Tenant's interest under this Agreement, (ii) agree not to disturb Tenant's possession or rights under this Agreement so long as Tenant is not in default under the Lease beyond applicable notice and cure periods, (iii) provide notice to Tenant and any Finance Party of defaults under the Landlord Mortgage, and (iv) disavow any interest in Tenant's personal property, equipment and installations and Improvements on the Property.

28. **Notice.**

28.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing; provided, however, that no writing other than the check or other instrument representing the Rent payment itself need accompany the payment of Rent.

28.2 **Delivery.** Notice, other than a notice to a Finance Party, is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or three (3) business days after deposit in the United States certified mail, return receipt requested, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Landlord: Roque P. Garcia

[Redacted address for Landlord]

Notice to Tenant: NM Solar 4000 LLC

% [Redacted address for Tenant]

With a copy to: Lightstar Operations LLC

% [Redacted address for Lightstar Operations LLC]

28.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another person or to a different address. Notices given before actual receipt of notice of change shall not be invalidated by the change.

28.4 **Notices to a Finance Party.** To be effective, notices to a Finance Party must be given in the manner specified in Section 28.2 (Delivery) and be addressed to the last address of the Finance Party received by the sender pursuant to Section 27 (Protection of Finance Party).

29. **Landlord's Representations and Covenants.** Landlord covenants, warrants and represents to Tenant that: (a) the person(s) executing this Agreement is/are the sole owner of and holds marketable fee simple title to, and all rights with respect to solar energy and sunlight on and over, the Property; (b) Landlord has the unrestricted right and authority to enter into and consummate this Agreement; (c) to the best of Landlord's knowledge, there are not and have not previously been any hazardous substances or storage tanks on or about the Property; (d) to the best of Landlord's knowledge, there are not any dangerous defects or unsafe conditions on the Property; and (e) Landlord is not a party to, and to Landlord's knowledge there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, action or investigations of any kind against Landlord or the Property.

30. **Expenses of Enforcement.** If any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party reimbursement for all reasonable expenses and costs, including, without limitation, all reasonable attorneys' fees incurred in connection with the action or proceeding, including such fees incurred due to any appeal. If, through no fault of Landlord, Landlord is named a party to any litigation between Tenant and a Finance Party, Tenant shall reimburse Landlord for Landlord's reasonable expenses and costs related thereto, including, without limitation, all reasonable attorneys' fees incurred in connection with the action or proceeding, including such fees incurred due to any appeal.

31. **Further Assurances.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof, including, without limitation, any documents reasonably requested by any Finance Party.

32. **Amendments.** Except as otherwise provided herein, this Agreement shall not be amended or modified in any way except by an instrument signed by Landlord and Tenant, or their authorized agents.

33. **Severability.** So long as Landlord is composed of more than one person or entity, the obligations of such persons or entities are joint and several. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby.

34. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico without regard to principles of conflicts of law.

35. **Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Agreement.

36. **Entire Agreement.** The Recitals above are incorporated herein. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all other prior writings, negotiations and understandings that may have taken place in the discussions and negotiations between these Parties and representatives regarding the subject matter and the preparation of this final Agreement.

37. **Effect of Termination.** Any termination of this Agreement pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

38. **Time of Essence.** Time is of the essence regarding each provision of this Agreement.

39. **Waiver.** No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

40. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and such counterparts together shall constitute one and the same instrument, notwithstanding that all parties have not signed the same counterpart. Further, delivery of a signed copy of this Agreement by facsimile, email or otherwise shall have the same force and effect as delivery of a signed original.

41. **Ownership of Improvements.** The installations and Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Property) and shall be and remain at all times the sole personal property of Tenant, subject to the rights of any Mortgagee, unless, in writing, agreed to be otherwise.

42. **Successors and Assigns.** This Agreement shall burden the Property and shall run with the land. Subject to the provisions of Sections 20 (Assignment) and 27 (Protection of Finance Party), this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

43. **Recording of Memorandum.** Concurrent with the execution of this Agreement, the Parties shall execute a memorandum of the Lease ("Memorandum of Lease") consistent with the requirements of New Mexico law, and the County Clerk's Office for Grant County. Tenant may, no sooner than the Lease Date, record, at its cost, the Memorandum of Lease in the County Clerk's Office for Grant County.

44. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Landlord and Tenant, other than the relationship of landlord and tenant.

45. **Brokerage Commissions.** Landlord and Tenant each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this

Agreement. Landlord and Tenant shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

46. **Use Agreement.** Landlord covenants that there are no grazing, farming, hunting, trail riding, recreational or other similar leases, licenses or use agreements, whether written or oral, affecting the Property. Landlord agrees that, during the term of this Agreement, Landlord shall not enter into any grazing, farming, hunting, trail riding, recreational or other similar leases, licenses or use agreements, whether written or oral, which affect the Property.

47. **Interpretation of this Agreement.** In construing this Agreement, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, (c) the words "include" and "including" shall not be interpreted as being limiting, and (d) the term "**Business Day**" means a day other than a Saturday, Sunday or another day on which federal banks in the City of Las Cruces, New Mexico, are authorized by law to not be open for business. Terms that are capitalized in this Agreement shall have the meaning assigned to them in a parenthetical in this Agreement or in this Section. Defined terms shall have the same meaning whether expressed in singular or plural form. Unless otherwise indicated, all references in this Agreement to "Sections" refer to sections of this Agreement, and all references in this Agreement to "Exhibits" are to exhibits attached to this Agreement, each of which is made a part hereof for all purposes. If any deadline or date set for performance under this Agreement falls on a day other than a Business Day, the deadline or date for performance shall automatically be extended to the next Business Day. When computing any period specified in this Agreement, the day of the event that triggers the period shall be excluded.

48. **Warranty of Authority.** Tenant represents and warrants to Landlord that Tenant is authorized to enter into this Agreement, that the person signing on Tenant's behalf is duly authorized to sign this Agreement, and that no other signature is necessary. The person signing this Agreement on behalf of Tenant individually represents and warrants to Landlord that he or she has the express authority of Tenant to sign and deliver this Agreement on Tenant's behalf. If Tenant is not obligated to comply with this Agreement because the person signing on its behalf does not have the authority to sign and deliver this Agreement on its behalf, then such person shall indemnify Landlord for any and all losses and expenses (including reasonable attorney fees) it incurs as a result thereof.

{signatures on following page}

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

<p>LANDLORD: <u>3/23/2022</u></p> <p>By: <small>DocuSigned by:</small> <u>Roque P. Garcia</u> <small>1F00D518E001430...</small></p> <p>Print: <u>Roque P. Garcia</u></p>	<p>TENANT:</p> <p>By: <small>DocuSigned by:</small> <u>Tom Brown</u> <small>C7E2409BB16E471...</small></p> <p>Print: <u>Tom Brown</u></p> <p>Title: <u>COO</u></p>
--	--

**EXHIBIT A
TO OPTION AND GROUND LEASE FOR SOLAR ENERGY SYSTEM**

DESCRIPTION OF THE PROPERTY

Project Address: Rapp Canyon Rd, Bayard NM 88023

TAX ID: 3073103262166, 3073103190022, 3073103130023, 3073103068005, 3073103070088,
3073102012513, 3072103516010, 3072103493041, 3072103490135, 3073103013196,
3073103041142, 3073103122231, 3073103151214,

D.B. 229/6256 Instrument #199104063

Quarter: SW S: 31 T: 17S R: 12W Quarter: SE S: 36 T: 17S R: 13W Quarter: NE S: 01 T: 18S
R: 13W

Name	Shape Type	Number of Points	Area (Acres)	Perimeter/Length (Miles)	Centroid/Mid-Point (Degrees)	Bounding Box Maximum (Degrees)	Bounding Box Minimum (Degrees)
Lease Area	Polygon	25	184	3.4	32.7764313°, -108.1345987°	32.7803475°, -108.1281840°	32.7716789°, -108.1430746°

The Property according to the approximate outlay (boundaries of each parcel of the Property is defined by the yellow lines and the boundary of the Property is the defined by the red line):





Permitting Plan

December 2022

Kelly Road (CO44) Solar Project

Prepared for:

Lightstar Renewables, LLC on
behalf of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM

A handwritten signature in black ink, appearing to read "Becks Walker".

Prepared by: Becks Walker

A handwritten signature in black ink, appearing to read "Erin Bergquist".

Reviewed by: Erin Bergquist



Table of Contents

1.0	INTRODUCTION	1
1.1	Land Use and Vegetation	1
2.0	BIOLOGICAL RESOURCES	1
2.1	Wetland and Waterbodies.....	1
2.2	Floodplains.....	1
2.3	Federal and State Listed Species	1
3.0	CULTURAL RESOURCES	2
4.0	PERMITTING	2
4.1	Federal Permitting.....	2
4.1.1	United States (US) Army Corps of Engineers (USACE).....	2
4.1.2	U.S. Fish and Wildlife Service.....	2
4.1.3	U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	2
4.2	State Permitting.....	2
4.2.1	New Mexico State Construction and Industries Division Permit.....	2
4.2.2	Floodplain Permit	3
4.2.3	New Mexico Senate Bill 84 Community Solar Act	3
4.3	Local Permitting	3
4.3.1	Floodplain.....	3
4.3.2	Driveways/Roadways.....	3
4.3.3	Conditional Use Permit	3
4.3.4	Address Change Application.....	3
5.0	REFERENCES	7

Tables

Table 1.	Permit Matrix	5
----------	---------------------	---

Appendices

- Attachment A. State Historic Preservation Office (SHPO) Correspondence
- Attachment B. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment C. Conditional Use Permit and Physical Address

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Kelly Road (CO44) Solar Project
TRC	TRC Companies, Inc.
SWPPP	Stormwater Plan
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Kelly Road (CO44) Solar Project (Project) to summarize the required permits for the Project. The Project includes an approximately 25-acre tract of land located on the Northwest and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 24 South, Range 9 West. The Project is located on the south side of O'Kelley Rd SE, 3.5 miles outside of Demings southern city limits.

1.1 Land Use and Vegetation

The Project site consists of undeveloped, open land that has been mostly cleared of vegetation. Some scattered honey mesquite bushes, grasses, and forbs exist in the Project site. The surrounding landscape consists of undeveloped fields and scattered residences. Based on a review of aerial imagery, the Project site has been left undeveloped and unused (Google Earth Pro 2020).

The topography of the Project site is characterized as relatively flat with very slight gradients. The elevation of the Project site is approximately 4,315 feet above mean sea level. The Project site is located within the New Mexico Level IV Ecoregion (Griffith et al. 2006). The Chihuahuan Basins and Playas ecoregion is characterized by saline or alkaline soils with areas of salt flats, dunes, and windblown sand. The vegetation includes honey mesquite, tarbush, fourwing saltbush, gyp grama, and alkali sacaton.

2.0 Biological Resources

2.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

2.2 Floodplains

The Project is located in Zone X, which means it is in an area of minimal flood hazard.

2.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is suitable habitat for the Aplomado falcon, designated as a federally listed non-essential experimental population. However, no raptor nests were observed on site. State-listed species with the potential to occur within the Project Area include the common ground dove, gray vireo, reticulated gila monster, dune pricklypear, and the night-blooming cereus.

The Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to listed bird species and to ensure compliance with the Migratory Bird Treaty Act.

For the other state-listed species (reticulated gila monster, dune pricklypear, night-blooming cereus), no additional surveys or consultation is required as the Project is located on private

property. Voluntary avoidance measures such as species-specific surveys, additional consultation, or the development of construction-specific timing measures to limit impacts to these species can be implemented to avoid or minimize impacts on state-listed species.

Therefore, no impacts on these species or their habitat are anticipated from this Project.

3.0 Cultural Resources

Four archaeological sites were found during pedestrian surveys of the Project site. The State Historic Preservation Office concurred with TRC's recommendation that the sites were "not eligible" or not significant and determined that the proposed project will have no effect on registered cultural properties (Attachment A).

4.0 Permitting

4.1 Federal Permitting

4.1.1 United States (US) Army Corps of Engineers (USACE)

There were no wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Act, Section 404 (Attachment B).

4.1.2 U.S. Fish and Wildlife Service

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest in sparsely vegetated areas; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

4.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction General Permit NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

4.2 State Permitting

4.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

4.2.2 Floodplain Permit

A floodplain development review and permit are required by Luna County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and County floodplain division. The floodplain review will be conducted by the County first during the Conditional Use Permit process (see Section 4.3 below), then by the State of New Mexico.

The Solar Project application form for the Conditional Use Permit was submitted on August 22, 2022. The County provided the approved conditional use permit on September 20, 2022 (Attachment C). No further action is required for the site for floodplains.

4.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law on April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

4.3 Local Permitting

4.3.1 Floodplain

A floodplain development permit application is required for both Luna County and the State of New Mexico. As part of the conditional use permit, floodplain requirements are reviewed for Project. The Solar Project application form for the Conditional Use Permit was submitted on August 22, 2022. The County provided the approved conditional use permit on September 20, 2022. No further action is required for the site for floodplains.

4.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

4.3.3 Conditional Use Permit

A Solar Project Application or Conditional Use Permit is required for solar projects under 5 MW. For solar projects, the County recently adopted a new solar policy that requires submittal of the items in their Solar Checklist including a Solar Project application form, a project narrative, and the plan of development for the Conditional Use Permit. The Solar Project application form was submitted on August 22, 2022. The site plan and plan of development were submitted on September 20, 2022. The County provided the approved conditional use permit on September 20, 2022 (Attachment C).

4.3.4 Address Change Application

An address change application will be required prior to state building permits and floodplain reviews being conducted. An address application was submitted to the County in August 2022. The County provided the approved address change on September 20, 2022, with the approved conditional use permit.

The Permit Matrix for permits and authorizations applicable to the Kelly Road (CO44) Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 11/14/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) USEPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Luna County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	State Historic Preservation Office (SHPO) concurrence was received 10/11/22.	Non-ministerial
Local – Luna County					
Luna County	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	Approved permit received 9/20/22	Ministerial
	Solar Project Application – Conditional Use Permit (<5mW)	Project facility details and community involvement information is required for any solar project in Luna County.	Need information about project design and community development plans.	Approved permit received 9/20/22	Non-ministerial
	Floodplain Review	Luna County Zoning and Planning will conduct a floodplain review on the property and decide whether a floodplain permit will be necessary.	Need address application before request for floodplain review	Not required for the site	Non-ministerial

5.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

**Attachment A. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

October 11, 2022

Kami Cohen
NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: NM SHPO Community Solar Favorable Analysis Review for Kelly Road Solar Project,
Luna County, NM

Dear Ms. Cohen,

Thank you for providing the New Mexico State Historic Preservation Division with the information pertaining to the above referenced community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

To determine whether the proposed project will affect cultural properties listed in the State Register of Cultural Properties, I conducted a review of our records and the NMCRIS Investigation Abstract Form for NMCRIS Activity 150743 titled, *Cultural Resources Survey for the Kelly Road (C044) Solar Facility, Luna County, New Mexico*. Based on this review, there are no registered cultural properties in the project area nor any known significant cultural properties that could be affected by physical destruction or introduction of the solar array into the setting. All four archaeological sites (LA 201423 – LA 201426) encountered and recorded during the above survey are recommended as not eligible for listing in the National Register of Historic Places (NRHP) by the New Mexico SHPO. Based on this review, the proposed project will have *no effect* on registered cultural properties and could be considered a “favorable analysis.”

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 827-4040 or by email at andrew.zink@dca.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AZink', written in a cursive style.

Andrew Zink
State Archeological Permits
and Archaeological Review

HPD Log 118029

**Attachment B. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
201 WEST EIGHTH STREET, SUITE 350
PUEBLO, COLORADO 81003

October 4, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00393, Kelly Road Solar Project

Kami Cohen
Lightstar Renewables, LLC
C/O NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.Cohen@lightstar.com

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Kelly Road Solar Project centered at approximate latitude 32.208918, longitude -107.774714, in Luna County, New Mexico. The work, as described in your letter, will consist of the construction of a solar field (enclosed). We have assigned Action No. SPA-2022-00393 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the

applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Travis Morse, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

If you have any questions concerning our regulatory program, please contact Jordan Kemp at (719) 543-9459 or by e-mail at jordan.n.kemp@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Kara Hellige
Chief, Southern Colorado Branch

Cc: Erin Bergquist, ebergquist@trcccompanies.com

Enclosure(s)

Attachment C. Preliminary Floodplain Permit Approval



**STATE OF NEW MEXICO
LUNA COUNTY, NM ASSESSOR OFFICE**

700 S. Silver Ave, Deming, New Mexico (575) 543-0404 Fax (575) 544-4580

September 9, 2022

NM Solar 4000, LLC
123 N. College Ave., Suite 370
Fort Collins, CO 80524

On March 13, 1997, in cooperation with the U.S. Postal Service, the Luna County Board of Commissioners instituted the Luna County Rural Addressing Project. This project was initiated for the health, safety and welfare of the residents of Luna County and is critical to achieving timely response for the County E911 system.

The County's primary objective is to provide Enhanced 911 services to every county business and resident. Secondary is to establish an efficient and accurate physical addressing system for rural residents. The Luna County Road Department is responsible for installing new road signs. There are over 1800 miles of county-maintained roads. If you do not have a road sign, please contact the Luna County Road Department at: 575-546-2703.

**YOUR PHYSICAL ADDRESS IS:
1350 OKELLEY RD SW
DEMING, NM 88030**

A TRACT OF LAND SITUATE IN THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (SHWHNEQ) AND THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (NHWHNEQ) OF SECTION TWENTY-ONE(21), TOWNSHIP TWENTY-FOUR SOUTH (24S), RANGE NINE WEST (9W) OF N.M.P.M., LUNA COUNTY, NEW MEXICO.

If you choose to begin receiving mail at this physical address, please provide this letter to the local postmaster at the Deming Post Office Customer Service Door.

You will be responsible for notifying your correspondents, publishers, utilities, and others of your new address. If you are a property owner in Luna County, please notify the Assessor's Office of your address change. We suggest that you post your new address on or near your telephone so that you or others can confirm your location in an emergency. You will be responsible for labeling your personal mailbox with your new physical address.

Your cooperation and assistance in this matter has been and will continue to be greatly appreciated. If you have any questions or problems with the address conversion, please contact the County Planning Office at 700 S. Silver Ave., or call (575) 543 - 6621.

Sincerely,

Javier Reyes
GIS Specialist

STATE OF NEW MEXICO
County of Luna



Barbara L. Reedy
Commissioner, District 1

Linda M. Smrkovsky
Chair, District 2

John S. Sweetser
Commissioner, District 3

Chris A. Brice
County Manager

Planning & Zoning
700 S. Silver Ave.
PO DRAWER 551 DEMING NEW MEXICO 88031-0551
(575) 543-6620 FAX (575) 544-3455

Date: September 9, 2022

RE: Conditional Use Permit for Community Solar

Applicant: NM Solar 4000 LLC

Agent Name: Kami Kohen

Site Location (legal description): A tract of land in the SHWHNEQ and the NHWHNEQ of section 21, Township 24 South, Range 9 West

Project Name and Description: Kelly Road (c044) Solar Project; 5 MWac Community Solar

Dear Kami,

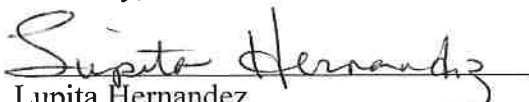
The Luna County Planning Department has approved a Conditional Use Permit for **NM Solar 4000 LLC** pertaining to the above referenced project. This permit is valid contingent upon the Project receiving an award of Community Solar Program capacity from the PRC. If it does not, the permit is automatically revoked.

The assigned address for the location of the project is **1350 Okelley Rd SW**

-Property will be unaddressed if project is not awarded-

NM Solar 4000 LLC is authorized to obtain any other required permits as needed and begin construction. The building permit can be obtained from Construction Industries Division at 505 S. Main St., Suite 150 Las Cruces, NM 88004; telephone number 575-524-6320 Extension 101. Please let me know if you have any questions. We appreciate your cooperation with the process.

Sincerely,


Lupita Hernandez
Planning Department Supervisor


Charles Krettek
County Attorney



Chris Brice
County Manager

EXHIBIT 2

**EMAILS BETWEEN RESPONDENT AND LIGHTSTAR
FOR BID RFP ID 62 (Rose Road)**

From: Kami Cohen
Sent: Wednesday, April 19, 2023 3:44 PM
To: Program Administrator - New Mexico Community Solar <admin@csnewmexico.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: RE: Community Solar New Mexico - RFP Bid ID 62 More Information Needed

Hello

Please find attached the stamped permitting plan for Rose Road – Bid ID 62

Thanks
Kami

Kami Cohen
Development Manager
LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116
Direct: +1 (516) 504 5219
Email: kami.cohen@lightstar.com
Website: www.lightstar.com

From: Community Solar New Mexico <admin@csnewmexico.com>
Sent: Thursday, April 13, 2023 1:55 PM
To: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Community Solar New Mexico - RFP Bid ID 62 More Information Needed

Dear NM Solar 4000 LLC,

The Community Solar New Mexico administration team needs more information regarding your application, Rose Road (ID #62). The following information is requested:

The uploaded Permitting Plan for this project is unstamped. Please provide a permitting plan stamped by a licensed engineer before the bid window close date (2/1/23).

Bidders are required to respond to this request within five business days; an organization may be deemed unresponsive, and review of this bid may be halted unless a response is received within that window.

Please provide the additional information via email to admin@csnewmexico.com or call us at (877) 794-0109 if you have any questions.

Kind Regards,

Community Solar New Mexico Administration Team
Email: admin@csnewmexico.com
Telephone: (877) 794-0109

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>

Sent: Thursday, May 4, 2023 5:16 PM

To: Tom Brown <Tom.Brown@lightstar.com>

Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Kami Cohen <Kami.Cohen@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>

Subject: Re: RFP Bid ID 62 (Rose Road) Discrepancy Report

Hi Tom -

I acknowledge your disappointment and we do value your feedback efforts.

Best,
Miana



New Mexico
Community Solar Program

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Thu, May 4, 2023 at 3:11 PM Tom Brown <Tom.Brown@lightstar.com> wrote:

Hi Miana,

I appreciate the quick response however it does not address the fact that there remains a discrepancy in the requirements InClima are citing as the basis for not allocating points and the language contained within both the Community Solar Order Adopting Rule and the Community Solar Rules. Is InClima able to elaborate on why a discrepancy exists in the first instance and secondly, why InClima believes the language in the RFP supersedes the regulatory orders in the event of such a discrepancy?

We are ofcourse incredibility disappointed at the response to this point given that we met all regulatory requirements to receive the maximum amount of points in this category. We have been advised to also inform both CCSA and the PRC of this issue but wanted to ensure we understand In Clime's position on the above items before we do so.

Regards,

LIGHTSTAR

Tom Brown

Chief Operating Officer

P: 857.310.8325

lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Thursday, May 4, 2023 4:41 PM
To: Tom Brown <Tom.Brown@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Kami Cohen <Kami.Cohen@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 62 (Rose Road) Discrepancy Report

Hi Tom -

I want to thank you for your efforts.

The need for a stamped permitting plan has been in place since November 2022.

As an FYI, the cure period was intended for clarification needs. We issued a request to see if your team had a stamped permitting plan, as it was potentially unclear if the plan uploaded was the correct one. Unfortunately,

in response, your team provided a newly stamped plan which was dated after the bid window's closure.

Had your team provided a plan with a stamp dated on or before the bid window closed, we would have been able to provide points for this category. However, as it stands, we cannot provide the points for this category and are applying this consistently across bids.

We understand that this news may be disappointing, but we would like to express our hope that you remain interested in the Community Solar Program for the long term and continue to provide feedback.

Best,

Miana



New Mexico
Community Solar Program

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Thu, May 4, 2023 at 2:16 PM Tom Brown <Tom.Brown@lightstar.com> wrote:

Hi Miana,

The team has looped me into the below response regarding the issues with the signed permitting plans submitted pursuant to the NM Community solar Program. We have connected with local counsel and our engineering team that provided the signed permitting plans. Please see below;

The most pertinent information that we can point you too (that was provided ahead of both 1/31/23 & 4/21/23) are the signed plan sets that we believe we delivered in accordance with the programme regulations as set out below

Governing Regulations

1. According to both the (a) Community Solar Order Adopting Rule (<https://www.nm-prc.org/wp-content/uploads/2022/07/Order-Adopting-Rule.pdf>) and (b) Community Solar Rules (<https://www.nm->

[prc.org/wp-content/uploads/2022/07/17.9.573.pdf](https://www.prc.org/wp-content/uploads/2022/07/17.9.573.pdf)) posted to the New Mexico Register, published on the PRC website (<https://www.nm-prc.org/utilities/community-solar/>) the requirement of the permitting plan is for a signature by a licensed engineering firm, not a stamp. In both instances, the text is clear;

“ a bid for which all necessary non-ministerial permits and approvals have been secured, based upon a permitting plan signed by a licensed engineering firm, shall be categorized as fully permitted and shall be awarded 15 points”

It appears that in the RFP released by InClima in November, the language was erroneously amended to require a stamp by a licensed engineer;

“A bid for which all necessary non-ministerial permits and approvals have been secured, based upon a permitting plan stamped by a licensed engineer, shall be categorized as fully permitted”

Lightstar and its engineering firm were following the promulgated regulations published in the New Mexico Register in July 2022. It is our understanding that the Rules posted in both the register and in the PRC order dated March 2022 do govern in the event of a discrepancy, as is the case here. As such, we believe our projects were submitted in full accordance with the governing regulations and should be allocated 15 points as a matter of fact.

Summary

Each of the criteria listed in Section 4 of the RFP are derived from NMAC 17.9.573.12.E. (7/12/2022). The regulation provides that the bid “shall” be scored as provided in the regulation. Thus, because NMAC 17.9.573.12.E.(1)(a) (7/12/2022) uses the word “signed” rather than “stamped” the regulation controls. Accordingly, we believe we remain entitled to the associated 15 points for each of the projects submitted to InClima.

We would appreciate your timely review and response and would be happy to set up a call to further discuss this matter.

Regards,

LIGHTSTAR

Tom Brown

Chief Operating Officer

P: 857.310.8325

lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Thursday, May 4, 2023 11:53 AM
To: Ben Aparo <ben.aparo@lightstar.com>
Cc: Kami Cohen <Kami.Cohen@lightstar.com>; Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>
Subject: Re: RFP Bid ID 62 (Rose Road) Discrepancy Report

You don't often get email from admin@csnewmexico.com. [Learn why this is important](#)

Hi All -

I appreciate your efforts, but unfortunately, the cure period concluded on 4/21/23. Can you point to information provided to us on or before 4/21/23 that we could consider?

Best,

Miana



New Mexico
Community Solar Program

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Thu, May 4, 2023 at 4:20 AM Ben Aparo <ben.aparo@lightstar.com> wrote:

Hello Miana,

If we are able to have the stamp date corrected to show the date prior to the bid window ending, which is when all the actual work done on the permitting plan occurred, would you accept that at this juncture? The signature date on all the permitting plans is before the window closure.

Thank you,

Ben

Ben Aparo

Vice President of Development

(Cell) 860-463-0600

ben.aparo@lightstar.com

LIGHTSTAR

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 10:50 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 62 (Rose Road) Discrepancy Report

You don't often get email from admin@csnewmexico.com. [Learn why this is important](#)

Hi Kami -

I appreciate your feedback regarding the scoring of your permitting points. We understand that your team is disappointed with the outcome, but we would like to emphasize that the requirement for a stamped permitting plan was clearly stated in the RFP.

As part of our evaluation process, we consistently applied this requirement to ensure a fair and transparent evaluation for all bidders. Any plan with a seal that was dated after the bid window's closure did not receive permitting points, in accordance with the RFP.

We understand that details such as these can be easily overlooked. The request for a stamped plan only provided points if the organization was able to provide an already stamped plan dated before the bid window closed.

Thank you for your understanding.

Best,

Miana



New Mexico
Community Solar Program

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 3:42 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

As it relates to the stamped permitting plans, you gave us the opportunity to respond for clarification and we provided you with the stamped plan set.

In addition, the plan set was signed by the senior permit specialists who had knowledge of and researched the permitting requirements before the bid window closed on 1/31/2023, and all permits that were required to be obtained were obtained before the bid window closed on 1/31/2023 as can be seen on the dates provided on all permits attached to each permitting plan. We, as well as our engineers believed in this context that the signature on the plan set was analogous to a stamp, given typically such documents are not stamped.

In conclusion, Given (a) that the plan set was signed prior to the bid window closing on 1/31/2023, (b) the fact that all permits required thereunder had been obtained before the bid window closed on 1/31/2023 and that (c) we responded with a stamped plan set during the clarification period; we believe we are entitled to full 15 points designated for the project permitting status bucket.

Please let us know if you have any questions or there is any additional information we can provide to help clarify the above

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 4:10 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Re: RFP Bid ID 62 (Rose Road) Discrepancy Report

Hi Kami -

As stated in the RFP, a stamped permitting plan prepared by a licensed engineer is a requirement that ensures all bids are evaluated fairly and accurately.

Upon reviewing your bid(s), we found that you did not provide a stamped permitting plan dated ahead of the bid window's closure. We appreciate that your team provided a stamped plan, but unfortunately it was dated after bid closure. Plans stamped and dated after the bid window closure cannot be considered fair in the scoring process.

We understand your frustration, but we must emphasize that the RFP clearly stated the requirement for a stamped permitting plan. Thus, the scoring of your permitting points was carried out in accordance with the RFP's requirements.

As outlined in the RFP, the evaluation of three categories, namely workforce development, existing and continuing partnerships, and innovative commitment, was based on subjective criteria and compared against other bids. The specific criteria provided in the RFP were used to evaluate each category.

For the workforce development category, bidders were required to include a commitment to offer workforce training or educational opportunities to disproportionately impacted communities. The amount of funding dedicated to the programs, the eligible participants and target audience, and a description of the programs were also required. Bidders were scored based on the amount of commitment demonstrated toward the category goals.

For the existing and continuing partnerships category, bidders were required to provide evidence of and a description of an existing and continuing partnership with a tribe that has a footprint in New Mexico, pueblo, local community, or non-profit community organization registered to do business in New Mexico. A written agreement was required, and points were awarded on a sliding scale based on depth of the partnership and the benefits provided.

For the innovative commitment category, the Program Administrator may award an additional 5 points to any bid that includes an innovative commitment or provision beneficial to the local community, to potential subscribers, or to the program overall, as determined by the Program Administrator in its discretion.

We understand that you may have questions regarding your score in each of these categories. Please note that each bid was evaluated objectively and based on the specific criteria outlined in the RFP. In each category, bidders were scored based on the amount of commitment or evidence of partnership demonstrated or the level of innovation provided.

Please keep in mind that a low score simply meant that other bids included better commitments, stronger partnerships, or more innovative provisions that were deemed to be more beneficial to the local community, potential subscribers, or the program overall.

As stated in the Request for Proposal (RFP), a bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured. The RFP also

specified that financing may be contingent on a project's selection into this program, but no other financing contingencies are acceptable.

Upon review of your bid, we found that the letter provided did not meet the requirement for full financing points as outlined in the RFP. Specifically, the letter did not meet the allowable contingency outlined in the RFP. Quote from the letter below:

"As is customary in the development and construction of community solar projects and given the Project's still have certain development items outstanding, including running interconnection studies and discerning interconnection cost upgrade estimates, at the time the Projects are ready for financing, **Lightstar will seek final approval of the Board.** "

Thank you for your participation in this process. If you have any further questions or concerns, please feel free to contact us.

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 1:48 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hello

We have received the score for Bid 62, Rose Road, and we are finding discrepancies with the following categories:

1. Project permitting status.

- a. We were awarded 0 points for this category, despite providing a permitting plan showing that all non ministerial permits that were required to be obtained, listed in "Table 1. Permit Matrix" had been obtained. Non Ministerial permits listed in Table 1 are highlighted in yellow, see that all required permits were obtained.

- i. Please note that the engineer who provided these stamped plans noted that there was a typo next to "General Construction Stormwater Permit" and that this permit should have been listed as "Ministerial" and not "Non

Ministerial". See attached email "Lightstar Solar Corrected Permit Plans" from engineer acknowledging this typo and providing permitting plans with this permit classification changed to "Ministerial". As explained in section 5.1.3 of the permit Plan, this is a permit that all projects that disturb >1 acre of land are required to obtain before construction starts, and this permit is issued without discretion by the EPA after the application provides a notice of intent to start construction and a Stormwater Pollution Prevention Plan (SWPPP).

- a. We also responded to the request for clarification within the required window and provided a PE stamped plan (see attached email previously sent).
- b. For this project, Lea County does not have any zoning or land-use permits, so in the permit plan we also provided a letter from the County stating this.
- c. We believe that we went above and beyond to obtain permitting points for this project, as in addition to ruling out the need to obtain any land use or zoning permits, and obtaining a letter stating no permits are required from the County, we:
 - i. 1) obtained a floodplain permit which is considered a ministerial permit
 - ii. 2) completed a wetland delineation and a habitat assessment survey to determine if any wetland or species permits would be required, despite there not being any zoning or land-use permit requiring any wetland or species permits, or any federal nexus requiring federal wetland or species permits.
- a. We spent over \$50,000 on these efforts completing the field surveys, documents, and outreach to obtain all non ministerial permits, or to rule out the need to apply for ones that might otherwise apply, and this is confirmed by our engineer on the stamped plans provided.

2. Workforce Development

- a. Lightstar's partnership with Gallup Solar is a core mission and achievement for Lightstar as a whole in New Mexico. The benefits of the initial \$30,000 commitment should be eligible for points under the workforce development category. Our support for the Solar Team programing at Gallup Solar has impacts that can be seen beyond a single project in that the graduates from the Solar Team certificate program can be employed on any solar site they are eligible for in New Mexico. The \$30,000 will effectively annually double the amount of trainings completed and installations done by the Gallup Solar graduates.
- b. This bid also included the partnership between Arcadia Power and the Power Moves Summer Internship Program, of which the details are included in the workforce development plan that was attached to the original bid and re attached here for review.

3. Non profit partnership

- a. Our initial partnership with Gallup Solar would be expanded if we were awarded capacity for this project. We have pledged an additional \$10,000 towards the expansion of the Solar Team training and installation of solar arrays with refrigerators to provide access to electricity for refrigeration of fresh food, and more importantly insulin and other temperature sensitive medications. Gallup Solar has zero overhead costs, therefore every donation to support their programming goes directly to the purchasing of solar array materials so that they may train and install more systems on the Navajo/Dine reservation

and surrounding pueblos. Lightstar is committed to partnering with the board long-term to understand how we can work together to sustainably expand the existing program and even leverage the existing training materials in order to offer the workforce development portion to other New Mexican indigenous communities.

- b. This bid also included the partnership between Arcadia Power and Reading Quest, of which the details are included in the Documentation of existing and continued partnership... document that was submitted in our original bid and re attached here for review.
- c. In addition, and as discussed in the project cover letter submitted with the RFP and re attached here for review, Lightstar recognizes the cultural and historical significance of the native lands of New Mexico, but acknowledging our need to bolster our knowledge of the cultural sensitivities and concerns in the region, we wanted to find a local partner who could walk with us in making meaningful and respectful decisions. In preparation to begin permitting and project diligence, Lightstar contracted with Diné/Navajo Nation member Joshuaa D. Allison-Burbank, PhD, CCC-SLP, CPH and partook in three 2-hour all-company virtual, interactive cultural humility training workshops with the curricula outlined in the cover letter.
 - i. This relationship was existing at the time of our RFP bid and will continue throughout the ministerial permitting and construction process with Joshuaa as our outreach partner.

4. Project Financing Status

- a. In this category we received 4/10 points, which signifies that our commitment letter was “financing planned” however, the RFP stated that “A bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured.”
- b. The financial commitment letter we submitted with our bid and re-uploaded here was a written confirmation of executive-level approval (by COO Tom Brown) for internal financing. In addition, our capital partner, Magnetar Capital, also provided their executed commitment letter. Therefore, by the definition of that constitutes “financing secured” as defined in the RFP, we believe our financial commitment should be considered “financing secured” and therefore we should be awarded the full 10 points.

5. Innovative commitment

- a. As detailed in the Innovative Commitment uploaded with the original bid submittal and re-attached here, we designed the Rose Road solar project to accommodate the project as an agrivoltaics (agPV) project, so that the landowner on this property, who is currently farming his property for alfalfa, could continue to do so after the solar array is installed. The solar array is spaced further apart and the perimeter road is wider to accommodate the existing farm equipment during agricultural operation in between rows of solar panels. This way, the parcel will be producing clean energy and crops simultaneously, and not only preserving farmland but allowing farmland to be productive during and after the solar array is operational. Lightstar is a partner with American Farmland Trust and if awarded, is planning on using the Rose Rd. project as a pilot for New Mexico specific agrivoltaics.
- b. Lightstar worked with its agricultural expert from SolAg Services to develop a farm logistics plan which is included in the uploaded innovative commitment document, which outlines the history of the farm and the plan to continue to farm the site after the solar array is installed. Our consultant from SolAg flew out to the site to meet with the landowner to

co-develop the plan with the landowner, who is excited about the prospect of allowing himself and his son to continue to farm the site during the operational life of the project, so that he can reap not only the benefits of lease payments from the solar, but to continue his revenue producing agricultural business on the land. This project is enabling our farming partner to move away from water-intensive center-pivot operation and leverage the water saving benefits of an agrivoltaics project. From research at the University of Arizona (Barron-Gafford), agrivoltaics projects saw water usage reduced by 50% and research has shown in other areas to decrease water usage by 20-30%.

- c. We believe that this is an innovative commitment for the project as it allows for continued agricultural operations, supports decreased water usage for a water-intensive crop, and provides financial stability for a farming family. It is also an opportunity to begin New Mexico-specific agrivoltaics research which can then lend itself to a larger conversation about the preservation of native grasslands and cattle ranching through agrivoltaic solar.

Thank you for your consideration of this discrepancy report for Bid 62 (Rose Road)

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

EMAILS BETWEEN RESPONDENT AND LIGHTSTAR

FOR BID RFP ID 69 (Arco Road)

From: Kami Cohen
Sent: Wednesday, April 19, 2023 3:45 PM
To: Program Administrator - New Mexico Community Solar <admin@csnewmexico.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: RE: Community Solar New Mexico - RFP Bid ID 69 More Information Needed

Hello,

Please find attached the stamped permitting plan for Arco Road, Bid ID 69

Thanks
Kami

Kami Cohen
Development Manager
LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116
Direct: +1 (516) 504 5219
Email: kami.cohen@lightstar.com
Website: www.lightstar.com

From: Community Solar New Mexico <admin@csnewmexico.com>
Sent: Thursday, April 13, 2023 2:16 PM
To: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Community Solar New Mexico - RFP Bid ID 69 More Information Needed

Dear NM Solar 4000 LLC,

The Community Solar New Mexico administration team needs more information regarding your application, Arco Road (ID #69). The following information is requested:

The uploaded Permitting Plan for this project is unstamped. Please provide a permitting plan stamped by a licensed engineer before the bid window close date (2/1/23).

Bidders are required to respond to this request within five business days; an organization may be deemed unresponsive, and review of this bid may be halted unless a response is received within that window.

Please provide the additional information via email to admin@csnewmexico.com or call us at (877) 794-0109 if you have any questions.

Kind Regards,

Community Solar New Mexico Administration Team

Email: admin@csnewmexico.com

Telephone: (877) 794-0109

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 8:35:02 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Ben Aparo <ben.aparo@lightstar.com>; Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>
Subject: Re: RFP Bid ID 69 (Arco Road) Discrepancy Report

Hi Kami -

We cannot update your points for this category. I understand this may be disappointing news, and I'm sorry we cannot provide the points you were hoping for. Please note that stamped permitting plans were clearly required in the RFP.

Best,
Miana



New Mexico
Community Solar Program

Program Administrator
(877) 794-0109
admin@csnewmexico.com
csnewmexico.com

On Wed, May 3, 2023 at 5:17 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hi,

I understand the response but would please ask that you reconsider.

The lack of a stamp was a simple administrative error given the permits were in hand and the permitting plan signed ahead of the bid submission window. This was just an administrative error that we corrected in our response during the clarification window, which is what we thought the clarification window was for.

This is not a case where the permitting plan or permits were not finalized until after the bid submission window, for which I would understand no points being allocated as a matter of fairness. The permitting plan that was resubmitted is the same signed version with the stamp applied to highlight it was no more than an administrative error that it was not initially provided.

Again we would please ask that you reconsider, given that we did all the work to obtain the permits and provide the required permitting plan.

Thank you,

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 6:13 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Ben Aparo <ben.aparo@lightstar.com>; Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>
Subject: Re: RFP Bid ID 69 (Arco Road) Discrepancy Report

Hi Kami -

We did indeed issue need information for folks to supply permitting plans in case organizations uploaded the wrong plan by mistake and had the stamped permitting plan available dated before the bid window closed. We did not allow plans to be stamped after the bid window closure to be accepted across the board. The need to provide a stamped permitting plan was clearly stated in the RFP.

I understand this disappointing news.

Best,

Miana

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 3:41 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

As it relates to the stamped permitting plans, you gave us the opportunity to respond for clarification and we provided you with the stamped plan set.

In addition, the plan set was signed by the senior permit specialists who had knowledge of and researched the permitting requirements before the bid window closed on 1/31/2023, and all permits that were required to be obtained were obtained before the bid window closed on 1/31/2023 as can be seen on the dates provided on all permits attached to each permitting plan. We, as well as our engineers believed in this context that the signature on the plan set was analogous to a stamp, given typically such documents are not stamped.

In conclusion, Given (a) that the plan set was signed prior to the bid window closing on 1/31/2023, (b) the fact that all permits required thereunder had been obtained before the bid window closed on 1/31/2023 and that (c) we responded with a stamped plan set during the clarification period; we believe we are entitled to full 15 points designated for the project permitting status bucket.

Please let us know if you have any questions or there is any additional information we can provide to help clarify the above

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 4:11 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Re: RFP Bid ID 69 (Arco Road) Discrepancy Report

Hi Kami -

As stated in the RFP, a stamped permitting plan prepared by a licensed engineer is a requirement that ensures all bids are evaluated fairly and accurately.

Upon reviewing your bid(s), we found that you did not provide a stamped permitting plan dated ahead of the bid window's closure. We appreciate that your team provided a stamped plan, but unfortunately it was dated after bid closure. Plans stamped and dated after the bid window closure cannot be considered fair in the scoring process.

We understand your frustration, but we must emphasize that the RFP clearly stated the requirement for a stamped permitting plan. Thus, the scoring of your permitting points was carried out in accordance with the RFP's requirements.

As outlined in the RFP, the evaluation of three categories, namely workforce development, existing and continuing partnerships, and innovative commitment, was based on subjective criteria and compared against other bids. The specific criteria provided in the RFP were used to evaluate each category.

For the workforce development category, bidders were required to include a commitment to offer workforce training or educational opportunities to disproportionately impacted communities. The amount of funding dedicated to the programs, the eligible participants and target audience, and a description of the programs were also required. Bidders were scored based on the amount of commitment demonstrated toward the category goals.

For the existing and continuing partnerships category, bidders were required to provide evidence of and a description of an existing and continuing partnership with a tribe that has a footprint in New Mexico, pueblo, local community, or non-profit community organization registered to do business in New Mexico. A written agreement was required, and points were awarded on a sliding scale based on depth of the partnership and the benefits provided.

For the innovative commitment category, the Program Administrator may award an additional 5 points to any bid that includes an innovative commitment or provision beneficial to the local community, to potential subscribers, or to the program overall, as determined by the Program Administrator in its discretion.

We understand that you may have questions regarding your score in each of these categories. Please note that each bid was evaluated objectively and based on the specific criteria outlined in the RFP. In each category, bidders were scored based on the amount of commitment or evidence of partnership demonstrated or the level of innovation provided.

Please keep in mind that a low score simply meant that other bids included better commitments, stronger partnerships, or more innovative provisions that were deemed to be more beneficial to the local community, potential subscribers, or the program overall.

As stated in the Request for Proposal (RFP), a bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured. The RFP also specified that financing may be contingent on a project's selection into this program, but no other financing contingencies are acceptable.

Upon review of your bid, we found that the letter provided did not meet the requirement for full financing points as outlined in the RFP. Specifically, the letter did not meet the allowable contingency outlined in the RFP. Quote from the letter below:

"As is customary in the development and construction of community solar projects and given the Project's still have certain development items outstanding, including running interconnection studies and discerning interconnection cost upgrade estimates, at the time the Projects are ready for financing, Lightstar will seek final approval of the Board. "

Thank you for your participation in this process. If you have any further questions or concerns, please feel free to contact us.

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 1:48 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hello

We have received the score for Bid 69, Arco Road, and we are finding discrepancies with the following categories:

1. Project permitting status.

- a. We were awarded 0 points for this category, despite providing a permitting plan showing that all non ministerial permits that were required to be obtained, listed in "Table 1. Permit Matrix" had been obtained. Non Ministerial permits listed in Table 1 are highlighted in yellow, see that all required permits were obtained.

- i. Please note that the engineer who provided these stamped plans noted that there was a typo next to "General Construction Stormwater Permit" and that this permit should have been listed as "Ministerial" and not "Non Ministerial". **See attached email "Lightstar Solar Corrected Permit Plans" from engineer acknowledging this typo and providing permitting plans with this permit classification changed to "Ministerial"**. As explained in section 5.1.3 of the permit Plan, this is a permit that all projects that disturb >1 acre of land are required to obtain before construction starts, and this permit is issued without discretion by the EPA after the application provides a notice of intent to start construction and a Stormwater Pollution Prevention Plan (SWPPP).

- a. We also responded to the request for clarification within the required window and provided a PE stamped plan (see attached email previously sent).
- b. For this project, Lea County does not have any zoning or land-use permits, so in the permit plan we also provided a letter from the County stating this.
- c. We believe that we went above and beyond to obtain permitting points for this project, as in addition to ruling out the need to obtain any land use or zoning permits, and obtaining a letter stating no permits are required from the County, we:

- i. 1) obtained a floodplain permit which is considered a ministerial permit

ii. 2) completed a wetland delineation and a habitat assessment survey to determine if any wetland or species permits would be required, despite there not being any zoning or land-use permit requiring any wetland or species permits, or any federal nexus requiring federal wetland or species permits.

- a. We spent over \$50,000 on these efforts completing the field surveys, documents, and outreach to obtain all non ministerial permits, or to rule out the need to apply for ones that might otherwise apply, and this is confirmed by our engineer on the stamped plans provided.

2. Workforce Development

- a. Lightstar's partnership with Gallup Solar is a core mission and achievement for Lightstar as a whole in New Mexico. The benefits of the initial \$30,000 commitment should be eligible for points under the workforce development category. Our support for the Solar Team programing at Gallup Solar has impacts that can be seen beyond a single project in that the graduates from the Solar Team certificate program can be employed on any solar site they are eligible for in New Mexico. The \$30,000 will effectively annually double the amount of trainings completed and installations done by the Gallup Solar graduates.
- b. This bid also included the partnership between Arcadia Power and the Power Moves Summer Internship Program, of which the details are included in the workforce development plan that was attached to the original bid and re attached here for review.

3. Non profit partnership

- a. Our initial partnership with Gallup Solar would be expanded if we were awarded capacity for this project. We have pledged an additional \$10,000 towards the expansion of the Solar Team training and installation of solar arrays with refrigerators to provide access to electricity for refrigeration of fresh food, and more importantly insulin and other temperature sensitive medications. Gallup Solar has zero overhead costs, therefore every donation to support their programming goes directly to the purchasing of solar array materials so that they may train and install more systems on the Navajo/Dine reservation and surrounding pueblos. Lightstar is committed to partnering with the board long-term to understand how we can work together to sustainably expand the existing program and even leverage the existing training materials in order to offer the workforce development portion to other New Mexican indigenous communities.
- b. This bid also included the partnership between Arcadia Power and Reading Quest, of which the details are included in the Documentation of existing and continued partnership... document that was submitted in our original bid and re attached here for review.
- c. In addition, and as discussed in the project cover letter submitted with the RFP and re attached here for review, Lightstar recognizes the cultural and historical significance of the native lands of New Mexico, but acknowledging our need to bolster our knowledge of the cultural sensitivities and concerns in the region, we wanted to find a local partner who could walk with us in making meaningful and respectful decisions. In preparation to begin permitting and project diligence, Lightstar contracted with Diné/Navajo Nation member Joshuaa D. Allison-Burbank, PhD, CCC-SLP, CPH and partook in three 2-hour all-company virtual, interactive cultural humility training workshops with the curricula outlined in the cover letter.

i. This relationship was existing at the time of our RFP bid and will continue throughout the ministerial permitting and construction process with Joshuaa as our outreach partner.

4. Project Financing Status

- a. In this category we received 4/10 points, which signifies that our commitment letter was “financing planned” however, the RFP stated that “A bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured.”
- b. The financial commitment letter we submitted with our bid and re-uploaded here was a written confirmation of executive-level approval (by COO Tom Brown) for internal financing. In addition, our capital partner, Magnetar Capital, also provided their executed commitment letter. Therefore, by the definition of that constitutes “financing secured” as defined in the RFP, we believe our financial commitment should be considered “financing secured” and therefore we should be awarded the full 10 points.

Thank you for your consideration of this discrepancy report for Bid 69 (Arco Road)

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

**EMAILS BETWEEN RESPONDENT AND LIGHTSTAR
FOR BID RFP ID 102 (Kelly Road)**

From: Kami Cohen
Sent: Wednesday, April 19, 2023 3:47 PM
To: Program Administrator - New Mexico Community Solar <admin@csnewmexico.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: RE: Community Solar New Mexico - RFP Bid ID 102 More Information Needed

Hello

Please find attached stamped permitting plan for Kelly Road (C044) – Bid ID 102

Thanks
Kami

Kami Cohen
Development Manager
LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116
Direct: +1 (516) 504 5219
Email: kami.cohen@lightstar.com
Website: www.lightstar.com

From: Community Solar New Mexico <admin@csnewmexico.com>
Sent: Thursday, April 13, 2023 3:20 PM
To: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Community Solar New Mexico - RFP Bid ID 102 More Information Needed

Dear NM Solar 4000 LLC,

The Community Solar New Mexico administration team needs more information regarding your application, Kelly Road

(C044) (ID #102). The following information is requested:

The uploaded Permitting Plan for this project is unstamped. Please provide a permitting plan stamped by a licensed engineer before the bid window close date (2/1/23).

Bidders are required to respond to this request within five business days; an organization may be deemed unresponsive, and review of this bid may be halted unless a response is received within that window.

Please provide the additional information via email to admin@csnewmexico.com or call us at (877) 794-0109 if you have any questions.

Kind Regards,

Community Solar New Mexico Administration Team

Email: admin@csnewmexico.com

Telephone: (877) 794-0109

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 8:33:16 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 102 (Kelly Road) Discrepancy Report

Hi Kami -

Unfortunately, we cannot update your points for this category. I understand this may be disappointing news, and I'm sorry we cannot provide the points you were hoping for.

Best,
Miana



New Mexico
Community Solar Program

Program Administrator
(877) 794-0109
admin@csnewmexico.com
csnewmexico.com

On Wed, May 3, 2023 at 5:18 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hi,

I understand the response but would please ask that you reconsider.

The lack of a stamp was a simple administrative error given the permits were in hand and the permitting plan signed ahead of the bid submission window. This was just an administrative error that we corrected in our response during the clarification window, which is what we thought the clarification window was for.

This is not a case where the permitting plan or permits were not finalized until after the bid submission window, for which I would understand no points being allocated as a matter of fairness. The permitting plan that was resubmitted is the same signed version with the stamp applied to highlight it was no more than an administrative error that it was not initially provided.

Again we would please ask that you reconsider, given that we did all the work to obtain the permits and provide the required permitting plan.

Thank you,

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 6:12 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 102 (Kelly Road) Discrepancy Report

Hi Kami -

We did indeed issue need information for folks to supply permitting plans in case organizations uploaded the wrong plan by mistake and had the stamped permitting plan available dated before the bid window closed. We did not allow plans to be stamped after the bid window closure to be accepted across the board. The need to provide a stamped permitting plan was clearly stated in the RFP.

I understand this disappointing news.

Best,

Miana

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 3:42 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

As it relates to the stamped permitting plans, you gave us the opportunity to respond for clarification and we provided you with the stamped plan set.

In addition, the plan set was signed by the senior permit specialists who had knowledge of and researched the permitting requirements before the bid window closed on 1/31/2023, and all permits that were required to be obtained were obtained before the bid window closed on 1/31/2023 as can be seen on the dates provided on all permits attached to each permitting plan. We, as well as our engineers believed in this context that the signature on the plan set was analogous to a stamp, given typically such documents are not stamped.

In conclusion, Given (a) that the plan set was signed prior to the bid window closing on 1/31/2023, (b) the fact that all permits required thereunder had been obtained before the bid window closed on 1/31/2023 and that (c) we responded with a stamped plan set during the clarification period; we believe we are entitled to full 15 points designated for the project permitting status bucket.

Please let us know if you have any questions or there is any additional information we can provide to help clarify the above

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 4:07 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Re: RFP Bid ID 102 (Kelly Road) Discrepancy Report

Hi Kami -

As stated in the RFP, a stamped permitting plan prepared by a licensed engineer is a requirement that ensures all bids are evaluated fairly and accurately.

Upon reviewing your bid(s), we found that you did not provide a stamped permitting plan dated ahead of the bid window's closure. We appreciate that your team provided a stamped plan, but unfortunately it was dated after bid closure. Plans stamped and dated after the bid window closure cannot be considered fair in the scoring process.

We understand your frustration, but we must emphasize that the RFP clearly stated the requirement for a stamped permitting plan. Thus, the scoring of your permitting points was carried out in accordance with the RFP's requirements.

As outlined in the RFP, the evaluation of three categories, namely workforce development, existing and continuing partnerships, and innovative commitment, was based on subjective criteria and compared against other bids. The specific criteria provided in the RFP were used to evaluate each category.

For the workforce development category, bidders were required to include a commitment to offer workforce training or educational opportunities to disproportionately impacted communities. The amount of funding dedicated to the programs, the eligible participants and target audience, and a description of the programs were also required. Bidders were scored based on the amount of commitment demonstrated toward the category goals.

For the existing and continuing partnerships category, bidders were required to provide evidence of and a description of an existing and continuing partnership with a tribe that has a footprint in New Mexico, pueblo, local community, or non-profit community organization registered to do business in New Mexico. A written agreement was required, and points were awarded on a sliding scale based on depth of the partnership and the benefits provided.

For the innovative commitment category, the Program Administrator may award an additional 5 points to any bid that includes an innovative commitment or provision beneficial to the local community, to potential subscribers, or to the program overall, as determined by the Program Administrator in its discretion.

We understand that you may have questions regarding your score in each of these categories. Please note that each bid was evaluated objectively and based on the specific criteria outlined in the RFP. In each category, bidders were scored based on the amount of commitment or evidence of partnership demonstrated or the level of innovation provided.

Please keep in mind that a low score simply meant that other bids included better commitments, stronger partnerships, or more innovative provisions that were deemed to be more beneficial to the local community, potential subscribers, or the program overall.

As stated in the Request for Proposal (RFP), a bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured. The RFP also specified that financing may be contingent on a project's selection into this program, but no other financing contingencies are acceptable.

Upon review of your bid, we found that the letter provided did not meet the requirement for full financing points as outlined in the RFP. Specifically, the letter did not meet the allowable contingency outlined in the RFP. Quote from the letter below:

"As is customary in the development and construction of community solar projects and given the Project's still have certain development items outstanding, including running interconnection studies and discerning interconnection cost upgrade estimates, at the time the Projects are ready for financing, **Lightstar will seek final approval of the Board.** "

Thank you for your participation in this process. If you have any further questions or concerns, please feel free to contact us.

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 1:51 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hello

We have received the score for Bid 102, Kelly Road, and we are finding discrepancies with the following categories:

1. **Project permitting status.**

- a. We were awarded 0 points for this category, despite providing a permitting plan showing that all non ministerial permits that were required to be obtained, listed in "Table 1. Permit Matrix" had been obtained. Non Ministerial permits listed in Table 1 are highlighted in yellow, see that all required permits were obtained.
 - i. Please note that the engineer who provided these stamped plans noted that there was a typo next to "General Construction Stormwater Permit" and that this permit should have been listed as "Ministerial" and not "Non Ministerial". **See attached email "Lightstar Solar Corrected Permit Plans" from engineer acknowledging this typo and providing permitting plans with this permit classification changed to "Ministerial"**. As explained in section 5.1.3 of the permit Plan, this is a permit that all projects that disturb >1 acre of land are required to obtain before construction starts, and this permit is issued without discretion by the EPA after the application provides a notice of intent to start construction and a Stormwater Pollution Prevention Plan (SWPPP).
- a. We also responded to the request for clarification within the required window and provided a PE stamped plan (see attached email previously sent).
- b. For this project, Luna County required a conditional use permit, which we applied for and received on Sept 30,2022. The requirements for this permit and the issued permit itself are attached to the stamped permit plan provided and re attached here.
- c. We believe that we went above and beyond to obtain permitting points for this project, as in addition to obtaining the Luna County conditional use permit, we completed a wetland delineation and a habitat assessment survey to determine if any wetland or species permits

would be required, despite this not being required by any zoning or land-use permit, or any federal nexus requiring federal wetland or species permits.

- a. We spent over \$50,000 on these efforts completing the field surveys, documents, and outreach to obtain all non ministerial permits, or to rule out the need to apply for ones that might otherwise apply, and this is confirmed by our engineer on the stamped plans provided.

2. Workforce Development

- a. Lightstar's partnership with Gallup Solar is a core mission and achievement for Lightstar as a whole in New Mexico. The benefits of the initial \$30,000 commitment should be eligible for points under the workforce development category. Our support for the Solar Team programming at Gallup Solar has impacts that can be seen beyond a single project in that the graduates from the Solar Team certificate program can be employed on any solar site they are eligible for in New Mexico. The \$30,000 will effectively annually double the amount of trainings completed and installations done by the Gallup Solar graduates.
- b. This bid also included the partnership between Arcadia Power and the Power Moves Summer Internship Program, of which the details are included in the workforce development plan that was attached to the original bid and re attached here for review.

3. Non profit partnership

- a. Our initial partnership with Gallup Solar would be expanded if we were awarded capacity for this project. We have pledged an additional \$10,000 towards the expansion of the Solar Team training and installation of solar arrays with refrigerators to provide access to electricity for refrigeration of fresh food, and more importantly insulin and other temperature sensitive medications. Gallup Solar has zero overhead costs, therefore every donation to support their programming goes directly to the purchasing of solar array materials so that they may train and install more systems on the Navajo/Dine reservation and surrounding pueblos. Lightstar is committed to partnering with the board long-term to understand how we can work together to sustainably expand the existing program and even leverage the existing training materials in order to offer the workforce development portion to other New Mexican indigenous communities.
- b. This bid also included the partnership between Arcadia Power and Reading Quest, of which the details are included in the Documentation of existing and continued partnership... document that was submitted in our original bid and re attached here for review.
- c. In addition, and as discussed in the project cover letter submitted with the RFP and re attached here for review, Lightstar recognizes the cultural and historical significance of the native lands of New Mexico, but acknowledging our need to bolster our knowledge of the cultural sensitivities and concerns in the region, we wanted to find a local partner who could walk with us in making meaningful and respectful decisions. In preparation to begin permitting and project diligence, Lightstar contracted with Diné/Navajo Nation member Joshua D. Allison-Burbank, PhD, CCC-SLP, CPH and partook in three 2-hour all-company virtual, interactive cultural humility training workshops with the curricula outlined in the cover letter.

- i. This relationship was existing at the time of our RFP bid and will continue throughout the ministerial permitting and construction process with Joshua as our outreach partner.

4. Project Financing Status

- a. In this category we received 4/10 points, which signifies that our commitment letter was “financing planned” however, the RFP stated that “A bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured.”
- b. The financial commitment letter we submitted with our bid and re-uploaded here was a written confirmation of executive-level approval (by COO Tom Brown) for internal financing. In addition, our capital partner, Magnetar Capital, also provided their executed commitment letter. Therefore, by the definition of that constitutes “financing secured” as defined in the RFP, we believe our financial commitment should be considered “financing secured” and therefore we should be awarded the full 10 points.

Thank you for your consideration of this discrepancy report for Bid 102 (Kelly Road)

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

**EMAILS BETWEEN RESPONDENT AND LIGHTSTAR
FOR BID RFP ID 104 (Rapp Canyon)**

From: Kami Cohen
Sent: Wednesday, April 19, 2023 3:48 PM
To: Program Administrator - New Mexico Community Solar <admin@csnewmexico.com>
Cc: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: RE: Community Solar New Mexico - RFP Bid ID 104 More Information Needed

Hello

Please find attached our stamped permitting plan for Rapp Canyon, project ID 104

Thanks

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Community Solar New Mexico <admin@csnewmexico.com>
Sent: Thursday, April 13, 2023 12:48 PM
To: Kyle McAdam <kyle.mcadam@lightstar.com>
Subject: Community Solar New Mexico - RFP Bid ID 104 More Information Needed

Dear NM Solar 4000 LLC,

The Community Solar New Mexico administration team needs more information regarding your application, Rapp Canyon (ID #104). The following information is requested:

The uploaded Permitting Plan for this project is unstamped. Please provide a permitting plan stamped by a licensed engineer before the bid window close date (2/1/23).

Bidders are required to respond to this request within five business days; an organization may be deemed unresponsive, and review of this bid may be halted unless a response is received within that window.

Please provide the additional information via email to admin@csnewmexico.com or call us at (877) 794-0109 if you have any questions.

Kind Regards,

Community Solar New Mexico Administration Team
Email: admin@csnewmexico.com
Telephone: (877) 794-0109

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 8:35:26 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 104 (Rapp Canyon) Discrepancy Report

Hi Kami -

We cannot update your points for this category. I understand this may be disappointing news, and I'm sorry we cannot provide the points you were hoping for. Please note that stamped permitting plans were clearly required in the RFP.

Best,
Miana



New Mexico
Community Solar Program

Program Administrator
(877) 794-0109
admin@csnewmexico.com
csnewmexico.com

On Wed, May 3, 2023 at 5:17 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hi,

I understand the response but would please ask that you reconsider.

The lack of a stamp was a simple administrative error given the permits were in hand and the permitting plan signed ahead of the bid submission window. This was just an administrative error that we corrected in our response during the clarification window, which is what we thought the clarification window was for.

This is not a case where the permitting plan or permits were not finalized until after the bid submission window, for which I would understand no points being allocated as a matter of fairness. The permitting plan that was resubmitted is the same signed version with the stamp applied to highlight it was no more than an administrative error that it was not initially provided.

Again we would please ask that you reconsider, given that we did all the work to obtain the permits and provide the required permitting plan.

Thank you,

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>
Sent: Wednesday, May 3, 2023 6:12 PM
To: Kami Cohen <Kami.Cohen@lightstar.com>
Cc: Lucy Bullock-Sieger <Lucy.Bullock-Sieger@lightstar.com>; Ben Aparo <ben.aparo@lightstar.com>
Subject: Re: RFP Bid ID 104 (Rapp Canyon) Discrepancy Report

Hi Kami -

We did indeed issue need information for folks to supply permitting plans in case organizations uploaded the wrong plan by mistake and had the stamped permitting plan available dated before the bid window closed. We did not allow plans to be stamped after the bid window closure to be accepted across the board. The need to provide a stamped permitting plan was clearly stated in the RFP.

I understand this disappointing news.

Best,

Miana

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 3:42 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

As it relates to the stamped permitting plans, you gave us the opportunity to respond for clarification and we provided you with the stamped plan set.

In addition, the plan set was signed by the senior permit specialists who had knowledge of and researched the permitting requirements before the bid window closed on 1/31/2023, and all permits that were required to be obtained were obtained before the bid window closed on 1/31/2023 as can be seen on the dates provided on all permits attached to each permitting plan. We, as well as our engineers believed in this context that the signature on the plan set was analogous to a stamp, given typically such documents are not stamped.

In conclusion, Given (a) that the plan set was signed prior to the bid window closing on 1/31/2023, (b) the fact that all permits required thereunder had been obtained before the bid window closed on 1/31/2023 and that (c) we responded with a stamped plan set during the clarification period; we believe we are entitled to full 15 points designated for the project permitting status bucket.

Please let us know if you have any questions or there is any additional information we can provide to help clarify the above

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

From: Program Administrator - New Mexico Community Solar Program <admin@csnewmexico.com>

Sent: Wednesday, May 3, 2023 4:10 PM

To: Kami Cohen <Kami.Cohen@lightstar.com>

Cc: Kyle McAdam <kyle.mcadam@lightstar.com>

Subject: Re: RFP Bid ID 104 (Rapp Canyon) Discrepancy Report

Hi Kami -

As stated in the RFP, a stamped permitting plan prepared by a licensed engineer is a requirement that ensures all bids are evaluated fairly and accurately.

Upon reviewing your bid(s), we found that you did not provide a stamped permitting plan dated ahead of the bid window's closure. We appreciate that your team provided a stamped plan, but unfortunately it was dated after bid closure. Plans stamped and dated after the bid window closure cannot be considered fair in the scoring process.

We understand your frustration, but we must emphasize that the RFP clearly stated the requirement for a stamped permitting plan. Thus, the scoring of your permitting points was carried out in accordance with the RFP's requirements.

As outlined in the RFP, the evaluation of three categories, namely workforce development, existing and continuing partnerships, and innovative commitment, was based on subjective criteria and compared against other bids. The specific criteria provided in the RFP were used to evaluate each category.

For the workforce development category, bidders were required to include a commitment to offer workforce training or educational opportunities to disproportionately impacted communities. The amount of funding dedicated to the programs, the eligible participants and target audience, and a description of the programs were also required. Bidders were scored based on the amount of commitment demonstrated toward the category goals.

For the existing and continuing partnerships category, bidders were required to provide evidence of and a description of an existing and continuing partnership with a tribe that has a footprint in New Mexico, pueblo, local community, or non-profit community organization registered to do business in New Mexico. A written agreement was required, and points were awarded on a sliding scale based on depth of the partnership and the benefits provided.

For the innovative commitment category, the Program Administrator may award an additional 5 points to any bid that includes an innovative commitment or provision beneficial to the local community, to potential subscribers, or to the program overall, as determined by the Program Administrator in its discretion.

We understand that you may have questions regarding your score in each of these categories. Please note that each bid was evaluated objectively and based on the specific criteria outlined in the RFP. In each category, bidders were scored based on the amount of commitment or evidence of partnership demonstrated or the level of innovation provided.

Please keep in mind that a low score simply meant that other bids included better commitments, stronger partnerships, or more innovative provisions that were deemed to be more beneficial to the local community, potential subscribers, or the program overall.

As stated in the Request for Proposal (RFP), a bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured. The RFP also specified that financing may be contingent on a project's selection into this program, but no other financing contingencies are acceptable.

Upon review of your bid, we found that the letter provided did not meet the requirement for full financing points as outlined in the RFP. Specifically, the letter did not meet the allowable contingency outlined in the RFP. Quote from the letter below:

"As is customary in the development and construction of community solar projects and given the Project's still have certain development items outstanding, including running interconnection studies and discerning interconnection cost upgrade estimates, at the time the Projects are ready for financing, **Lightstar will seek final approval of the Board.** "

Thank you for your participation in this process. If you have any further questions or concerns, please feel free to contact us.

Program Administrator

(877) 794-0109

admin@csnewmexico.com

csnewmexico.com

On Wed, May 3, 2023 at 1:50 PM Kami Cohen <Kami.Cohen@lightstar.com> wrote:

Hello

We have received the score for Bid 104, Rapp Canyon, and we are finding discrepancies with the following categories:

1. Project permitting status.

- a. We were awarded 0 points for this category, despite providing a permitting plan showing that all non ministerial permits that were required to be obtained, listed in "Table 1. Permit Matrix" had been obtained. Non Ministerial permits listed in Table 1 are highlighted in yellow, see that all required permits were obtained.

- i. Please note that the engineer who provided these stamped plans noted that there was a typo next to "General Construction Stormwater Permit" and that this permit should have been listed as "Ministerial" and not "Non Ministerial". **See attached email "Lightstar Solar Corrected Permit Plans" from engineer acknowledging this typo and providing permitting plans with this permit classification changed to "Ministerial"**. As explained in section 5.1.3 of the permit Plan, this is a permit that all projects that disturb >1 acre of land are required to obtain before construction starts, and this permit is issued without discretion by the EPA after the application provides a notice of intent to start construction and a Stormwater Pollution Prevention Plan (SWPPP).

- a. We also responded to the request for clarification within the required window and provided a PE stamped plan (see attached email previously sent).
- b. For this project, Grant County does not have any zoning or land-use permits, so in the permit plan we also provided a letter from the County stating this.
- c. We believe that we went above and beyond to obtain permitting points for this project, as in addition to ruling out the need to obtain any land use or zoning permits, and obtaining a letter stating no permits are required from the County, we:

- i. 1) obtained a floodplain permit even though we were not in a floodplain,

ii. 2) completed a wetland delineation and a habitat assessment survey to determine if any wetland or species permits would be required, despite there not being any zoning or land-use permit requiring any wetland or species permits, or any federal nexus requiring federal wetland or species permits.

- a. We spent over \$50,000 on these efforts completing the field surveys, documents, and outreach to obtain all non ministerial permits, or to rule out the need to apply for ones that might otherwise apply, and this is confirmed by our engineer on the stamped plans provided.

2. Workforce Development

- a. Lightstar's partnership with Gallup Solar is a core mission and achievement for Lightstar as a whole in New Mexico. The benefits of the initial \$30,000 commitment should be eligible for points under the workforce development category. Our support for the Solar Team programing at Gallup Solar has impacts that can be seen beyond a single project in that the graduates from the Solar Team certificate program can be employed on any solar site they are eligible for in New Mexico. The \$30,000 will effectively annually double the amount of trainings completed and installations done by the Gallup Solar graduates. Lightstar's donation and pledge to the Border Area Mental Health is in addition to our already in effect commitment to Gallup Solar.
- b. This bid also included the partnership between Arcadia Power and the Power Moves Summer Internship Program, of which the details are included in the workforce development plan that was attached to the original bid and re attached here for review.

3. Non profit partnership

- a. Lightstar's partnership with The Border Area Mental Health service will be able to fund their adult psycho-social program that they are currently seeking alternative funding for. This is an important service for the Border Area communities because it provides unique and tailored social and therapeutic services to high-risk adults during the day. These programs are rare but proven to be effective in creating community for out-patient adults, otherwise they would need to be hospitalized at an in-patient facility which is expensive and not always the correct choice for that individual or family. To Lightstar this donation and support for their adult programing isn't just a financial commitment, it's a commitment to the general well-being of those in the Border Area that are underserved. There is a gap in rural mental health care across the country, but particularly in New Mexico. The Border Area Mental Health clinic is a legacy clinic under the Kennedy Administration in the 1960s. These clinics provided vital services to underserved and overburdened populations in rural communities.
- b. This bid also included the partnership between Arcadia Power and Reading Quest, of which the details are included in the Documentation of existing and continued partnership... document that was submitted in our original bid and re attached here for review.
- c. In addition, and as discussed in the project cover letter submitted with the RFP and re attached here for review, Lightstar recognizes the cultural and historical significance of the native lands of New Mexico, but acknowledging our need to bolster our knowledge of the cultural sensitivities and concerns in the region, we wanted to find a local partner who could walk with us in making meaningful and respectful decisions. In preparation to begin permitting and project diligence, Lightstar contracted with Diné/Navajo Nation member Joshuaa D. Allison-Burbank, PhD, CCC-SLP, CPH and partook in three 2-hour all-company virtual, interactive cultural humility training workshops with the curricula outlined in the cover letter.

i. This relationship was existing at the time of our RFP bid and will continue throughout the ministerial permitting and construction process with Joshua as our outreach partner.

4. Project Financing Status

- a. In this category we received 4/10 points, which signifies that our commitment letter was “financing planned” however, the RFP stated that “A bid for which financing has been secured, whether in the form of an executed commitment letter from the project financier(s) or in the form of written confirmation of executive-level approval for internal financing, shall be categorized as financing secured.”
- b. The financial commitment letter we submitted with our bid and re-uploaded here was a written confirmation of executive-level approval (by COO Tom Brown) for internal financing. In addition, our capital partner, Magnetar Capital, also provided their executed commitment letter. Therefore, by the definition of that constitutes “financing secured” as defined in the RFP, we believe our financial commitment should be considered “financing secured” and therefore we should be awarded the full 10 points.

Thank you for your consideration of this discrepancy report for Bid 104 (Rapp Canyon)

Kami

Kami Cohen

Development Manager

LIGHTSTAR

Corporate Address: 501 Boylston Street, Boston, MA 02116

Direct: +1 (516) 504 5219

Email: kami.cohen@lightstar.com

Website: www.lightstar.com

EXHIBIT 3



Permitting Plan

December 2022

Rose Road Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf
of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM



Prepared by: Becks Walker

Reviewed by: Erin Bergquist

Dagmawi Geremew NM PE#27568



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.1.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	2
	3.1 Wetland and Waterbodies.....	2
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 U.S. Fish and Wildlife Service.....	2
	5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	2
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act	3
	5.3 Local Permitting	3
	5.3.1 Floodplain.....	3
	5.3.2 Driveways/Roadways.....	3
	5.3.3 Address Change Application.....	4
6.0	REFERENCES	8

Tables

Table 1. Permit Matrix.....	5
-----------------------------	---

Attachments

- Attachment A. Lea County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Preliminary Floodplain Permit Approval

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Rose Road Solar Project
SWPPP	Stormwater Plan
TRC	TRC Companies, Inc.
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Rose Road Solar Project (Project) to summarize the required permits for the Project. The Project is a potential new community solar development site in Lea County, New Mexico, that includes a 33-acre tract of land. The Project site is located about south of Rose Road, outside of Hobbs city limits, in Lea County, New Mexico (Township 18 South, Range 38 East, Section 12).

2.0 Land Use and Zoning

2.1.1 Land Use

The Project site is located entirely on private land, used for agricultural uses. The surrounding landscape consists of agricultural fields and scattered residences. The Project site consists of agricultural fields growing alfalfa. Native and non-native grasses, field bindweed, and silverleaf nightshade are found on the edge of the agricultural fields. A central pivot irrigation system covers most of the area with a wheel line irrigation system on the eastern side of the property. A series of water line hookups exist to feed the wheel line irrigation system along the southeastern side of the property. The landowner's residence is located along the southern boundary of the Project site. The surrounding landscape consists of agricultural fields and scattered residences. Based on review of aerial imagery, the Project site has been primarily used for agriculture from 1985 to the present day (Google Earth Pro 2020).

The topography of the Project site is characterized is relatively flat with very slight gradients. The elevation of Project site is approximately 3,670 feet above mean sea level. The Project site is located within the New Mexico Level IV Ecoregion Arid Llano Estacado (Griffith et al. 2006). The Arid Llano Estacado ecoregion is characterized as drier than the Llano Estacado ecoregion and as a transition zone between the Llano Estacado and Chihuahuan Desert region. The land is dominated livestock grazing and consists of shortgrass prairie of grama and buffalo grasses. This region is susceptible to overgrazing, and the sporadic grass cover allows the invasion of shrubs such as mesquite and lotebush.

2.1.2 Zoning and Development Plans

The Project site is located in unincorporated Lea County inside the Extra Territorial Jurisdiction for the City of Hobbs (which allows for future expansion of the City of Hobbs). Lea County does not have a zoning ordinance or solar-specific regulations (Lea County 2022a). While renewable energy developments are largely not addressed within the County's Comprehensive Plan, the county supports commercial land use as long as they do not pose conflicts with rural land uses (Lea County 2005). Generally, as long as the Project is designed to meet required setbacks and road locations, the Project is likely to meet zoning requirements for the County (Lea County, 2022b). Lea County provided documentation that there are no zoning regulations promulgated or administered by the County in the unincorporated area of Lea County (Attachment A). The City of Hobbs does not have specific solar farms development standards that would apply in the Extra Territorial Jurisdiction zone.

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is located in Zone D, which means it is unmapped.

3.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is no suitable habitat for any of the listed species. It is possible that the listed bird species could use the Project site as a stopover, but there is no suitable habitat for nesting. Therefore, no impacts on these species or their habitat are anticipated from this Project.

4.0 Cultural Resources

The cultural resources surveys did not find any significant cultural sites in the Project site or vicinity. The State Historic Preservation Office concurred with TRC's findings and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

No wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *U.S. Fish and Wildlife Service*

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest at the Project site; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 *U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)*

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction Use Permit NOI

will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development permit application is required for both Lea County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and county floodplain division. Floodplain permits are submitted to the County first, then the State of New Mexico. A preliminary floodplain permit from the County was approved August 2022 (Attachment D). The State application would be submitted if the Project is selected during the competitive selection process.

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Lea County and the State of New Mexico. The Zone D is for areas unmapped by Federal Emergency Management Agency. As such, these areas are considered areas where you "build at your own risk". The County noted that due to the panels being suspended above the ground, solar energy facilities would be relatively safe if located in a floodplain, however, any unelevated structures on site should be placed with care to avoid areas with flood potential.

A floodplain permit application was submitted to the County and the County provided a preliminary floodplain approval in August 2022 (Attachment D). The State application portion of the floodplain permit would be completed if the Project is selected during the competitive selection process.

5.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

5.3.3 Address Change Application

An address change application may be required prior to state building permits and driveway permit applications. The address change application will be completed if the project is selected during the competitive selection process.

The Permit Matrix for permits and authorizations applicable to the Rose Road Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 10/27/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) EPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Non-ministerial
U.S. Fish and Wildlife Service – New Mexico Ecological Services Field Office	Endangered Species Act (ESA) – Federally threatened and endangered species consultation	Required when an activity may affect federally listed threatened and endangered species or critical habitats.	Habitat assessment Species-specific surveys Biological Assessment (if required due to species impacts) Typically, 30-45 days for each consultation submittal	No suitable habitat in the Project site for any of the listed species.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Lea County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	If state-listed species could be impacted by Project implementation, consultation may be needed. Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.	Suitable Habitat Assessment Inquiry of Element Occurrence Data (fee: \$200 + pro-rated fee based on number of element occurrences provided) Species-specific surveys 60-90 days	As the Project is on private property no further action is required.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	State Historic Preservation Office (SHPO) concurrence was received 9/26/22.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Estimated Timeline	Permit Type
Local – Lea County					
	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if required if the project is selected during the competitive selection process when the state building permit is submitted.	Ministerial
	Floodplain determination	The Project is located in Floodplain Zone D (which is unmapped). A floodplain application permit is required for new construction.	None 1 month for determination of no permit required	Preliminary floodplain approval received the County 8/24/22. Full approval would be completed if the project is selected during the competitive selection process.	Non-ministerial
	Driveway/Road Permits	Depending on the Project layout, driveway and road permits would be required	None TBD with the County	To be completed if required if the project is selected during the competitive selection process	Ministerial

6.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico(color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

Lea County. (2022a). Lea County New Mexico. Accessed January 2022 at: <https://www.leacounty.net/>

Lea County. (2022b). Personal communication between Bruce Reid (County Planning) and D. DuFresne (TRC). January 6, 2022.

Lea County. (2005). Lea County Comprehensive Plan. Accessed January 6, 2022, at: https://cdn.saffire.com/files.ashx?t=fg&rid=LeaCounty&f=2005_Lea_County_Comprehensive_Plan.pdf

New Mexico Energy, Minerals, and Natural Resources Department (NM EMNRD). (2022). Oil Conservation Division (OCD) Oil and Gas Map. Accessed January 2022 at: <https://nm-emnrd.maps.arcgis.com/apps/webappviewer/index.html?id=4d017f2306164de29fd2fb9f8f35ca75>

Attachment A. Lea County Correspondence

Bruce Reid
100 N. Main, Suite 4
Lovington, NM 88260



Email: breid@leacounty.net

Office: 575.396.8696

Cell: 575.704.2725

November 17, 2022

Jesse Young
Biologist,
TRC 6501 Eagle Rock Ave. NE Suite B5
Albuquerque, NM 87113
JYoung@trccompanies.com
505.761.0208

RE: NM Solar 4000 LLC by Lightstar Solar, LLC developments of Arco Road Solar Project;
Rose Road Solar Project as a part of Community Solar Program RFP

TRC or Jesse Young or anyone concerned:

There are currently no zoning regulations promulgated or administered by Lea County in the unincorporated areas of Lea County. The only zoning regulations in the unincorporated areas of the County are concerning with flight paths to and from county airports. Lea County does administer regulations pertaining to floodplain management, drive way permits, road crossing requirements and permits to install utility facilities within the public right of way. Building permits are required through Lea County Environmental Services and New Mexico Construction and Industries Division.

Best Regards,
Bruce Reid
County Planner
Lea County Planning Department

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

9-26-2022

Kami Cohen
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: HPD Log 118023, NM Solar 4000, Proposed Rose Road Solar Project, Hobbs, Lea County, NM

Response via Email Only

Dear Ms Cohen:

Thank you for providing the New Mexico State Historic Preservation Division with the above referenced cultural resources survey report for the proposed Rose Road Hobbs, NM community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

I have completed my review of the report (NMCRI150835) and I agree with the findings that no cultural resources are present.

Additionally, I checked our records and confirmed that there are no registered cultural properties in the project area that could be affected by either physical destruction or by the introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and signifies a favorable analysis.

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 505-476-0530 or by email at geoff.cunnar@state.nm.us

Sincerely,

Geoff Cunnar, PhD RPA
Staff Archaeologist
State of New Mexico Department of Cultural Affairs
Historic Preservation Division

407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
505-476-0530

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
200 E. GRIGGS AVE.
LAS CRUCES, NM 88001-3516

October 27, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00390, Rose Road Solar Project

Kami Cohen
NM Solar 4000, LLC
501 Boylston St.
Boston, Massachusetts 02116

Dear Kami Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Rose Road Solar Project located at approximately latitude 32.767974, longitude -103.099563, in Lea County, New Mexico. The work, as described in your letter will consist of Construction of solar generation infrastructure. We have assigned Action No. SPA-2022-00390 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the 33-acre study area consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site is comprised entirely of uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you

or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this Approved Jurisdiction Determination (AJD) or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this AJD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Tom Cavanaugh, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the AJD in its entirety and waive all rights to appeal the AJD.

I am forwarding a copy of this letter to Erin Bergquist with TRC Companies, Inc. If you have any questions concerning our regulatory program, please contact me at (575) 652-3709 or by e-mail at Reid.A.Riley@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Reid Riley
Regulatory Project Manager

Enclosure(s)

1. Dry Land AJD form
2. AJD appeals form

Attachment D. Preliminary Floodplain Permit Approval

Environmental
Office: (575) 391-2983
Fax: (575) 391-8764



Road Department
Office: (575) 391-2940
Planning and Zoning
Office: (575) 396-8696

Lea County Application

Date Submitted: _____ Application No. _____

APPLICANT INFORMATION

<u>Property Owner</u>	<u>Contractor</u>	Note: This is the developer. Contractor will be selected closer to construction.
Name: <u>Michael L and Tammy Gail Roberson</u>	Name: <u>NM Solar 4000, LLC</u>	
Number: <u>575-631-8270</u>	Number: <u>516-504-5219</u>	
Fax: _____	Fax: _____	
Email: <u>lee@hobbsanchor.com</u>	Email: <u>kami.cohen@lightstar.com</u>	

Person Completing this form: Becks Walker Signature: RAW
(PRINT)

PROPERTY INFORMATION

Required fields
*** A COPY OF THE PROPERTY OWNERS DRIVERS LICENSE AND WARRANTY DEED TO THE PROPERTY (or a letter from the property owner) **WILL BE REQUIRED TO PROCESS THIS APPLICATION.** *** Attached

Existing Address
 New Address
 Secondary Address
 Multiple Addresses
 Non-Habitable

Request is for:
 House
 Mobile Home
 Modular Home
 RV Spaces
 Water Well

Residential
 Commercial
 Other: floodplain
***Bedrooms: 0
***Lot Size: 92.1

***Lea County Parcel No: 4227104350133 ***Owner No: 4000778860001

Coordinates of Structure: Longitude: 32°46'3.68"N Latitude: 103° 5'59.38"W

Parcel Located: ETJ (Extra Territorial Jurisdiction) Outside ETJ (Extra Territorial Jurisdiction)

Subdivision: NA Section: 12 Township: 18S Range: 38E

Existing Address: SE and N Johnson Rd. and E Rose Rd. ***Roadway Name: Rose Rd.

Private Road County Maintained Road State Highway

FOR DEPARTMENT USE ONLY

Official 911 Address: TBD Flood Hazard Area: NA Zone: D Set Back: _____

Addressing Approved By: Pending final application Date: _____

Planning/Zoning Approved By: Pending final application Date: _____

Floodplain Approved By: (Preliminary) Cassie Corley, CFM Date: 8.24.22

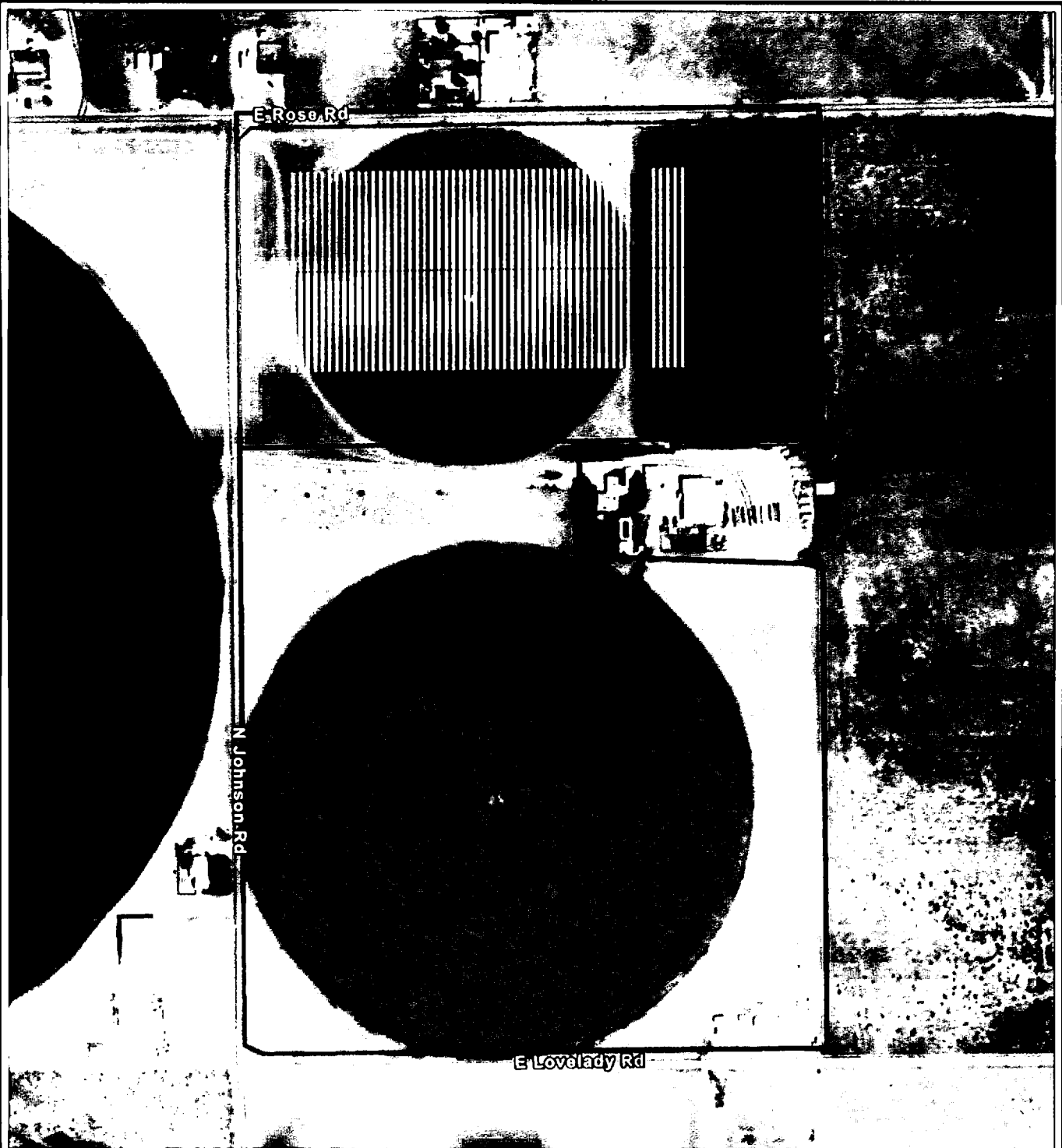
Liquid Waste Approved By: Pending final application Date: _____




Driveway Approved By: Pending final application Date: _____

IFC Approved By: Pending final application Date: _____

This process will require a minimum of 10 days to complete

LAYOUT BASED ON ROSE ROAD SITE PLAN FILE

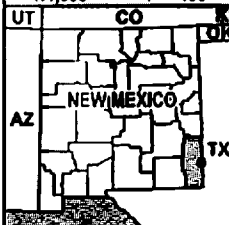
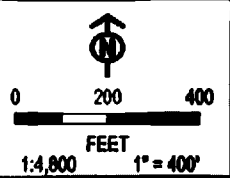


-  PROJECT BOUNDARY
-  PROPOSED ARRAY AREA
-  PROPOSED SOLAR ARRAY

Panel layout is based on the 30 percent design and could shift based on the final design.

NOTE: THE ENTIRE SITE AND SURROUNDING AREA IS LOCATED WITHIN FEMA FLOOD ZONE D - AREAS WITH POSSIBLE BUT UNDETERMINED FLOOD HAZARDS. NO FLOOD HAZARD ANALYSIS HAS BEEN CONDUCTED. FLOOD INSURANCE RATES ARE COMMENSURATE WITH THE UNCERTAINTY OF THE FLOOD RISK.

BASE MAP: ESRI WORLD IMAGERY SERVICE (3/30/2021)
 DATA SOURCES: ESRI, LIGHTSTAR, TRC



PROJECT: ROSE ROAD SOLAR PROJECT
 LEA COUNTY, NEW MEXICO

TITLE: SITE PLAN MAP

DRAWN BY:	D. SWEENEY	PROJ. NO.:	601365.0000.0000
CHECKED BY:	B. TRACY	FIGURE 1	
APPROVED BY:	J. YOUNG		
DATE:	AUGUST 2022		



123 N. COLLEGE AVE.
 SUITE 370
 FORT COLLINS, CO 80524
 PHONE: 970.484.3263

FILE: ROSE ROAD

WARRANTY DEED

Tract 1: Lee Roberson and Tammy Roberson, husband and wife, Tracts 2, 3, and 4: Lee Roberson, for consideration paid, grant to Michael L. Roberson and Tammy Gail Roberson, a married couple as joint tenants with right of survivorship whose address is P. O. Box 6065, Hobbs, NM 88241, the following described real estate in Lea County, New Mexico.

See attached "Exhibit A"

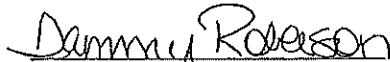
Subject to reservations, severances, restrictions, and easements of record and taxes for the year 2020 and subsequent years.

with warranty covenants.

WITNESS our hands and seal this Nineteenth day of June, 2020.



Lee Roberson



Tammy Roberson

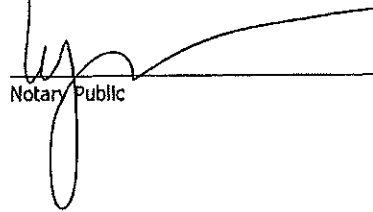
Individual Capacity

State of New Mexico)
)
County of Lea)

This instrument was acknowledged before me on the Nineteenth day of June, 2020, by Lee Roberson and Tammy Roberson.

My commission expires:





Notary Public

EXHIBIT 'A'

File No.: 14411-2504683 (CS)

Property: Multiple Tracts of land, Hobbs, NM 88240

Tract 1

A tract of land located in Section 10, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:
Beginning at a point on the East line of said Section 10, which lies S00°41'21"E, 970.57 feet from the Northeast corner of said Section 10; thence S00°41'21"E, along the East line of said Section 10, 893.45 feet; thence S89°17'13"W, 2640.02 feet; thence N00°41'21"W, 510.26 feet; thence N39°26'58"E, 648.21 feet; thence N05°41'15"E, 279.92 feet; thence S89°17'15"W, 107.08 feet; thence S83°10'21"W, 343.84 feet; thence N00°41'21"W, 72.57 feet; thence N89°17'15"E, 2087.51 feet; thence S00°04'37"E, 286.00 feet; thence S56°34'10"E, 247.88 feet; thence N89°28'45"E, 350.35 feet to the point of beginning.

Tract 2

The Northwest Quarter (NW/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, Except a tract of Land described as beginning S0°01'E 2640 feet and S89°58'E 1980 feet from the Northwest corner of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico; thence S89°58'E 660 feet; thence N0°01'W 660 feet; thence N89°58'W 660 feet; thence S0°01'E 660 feet to the point of beginning, subject to an easement and right-of-way for road and utility purposes over along and across the East 15 feet of the property.

AND

A tract of land located in the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4SE/4NW/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and more particularly described as follows:
Beginning at a point S0°01'E, 2640 feet and S89°58'E, 1980 feet from the Northwest corner of said Section 12; thence S89°58'E, 660 feet; thence N0°01'W, 660 feet; thence N89°58'W, 660 feet; thence S0°01'E, 660 feet to the point of beginning.

Tract 3

A tract of land out of Tract Four D, as described in that certain receivers Deed recorded in Book 1905, Page 273, in the Records of Lea County, New Mexico, situated in the Northeast Quarter of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:
Commencing at a bolt with washer found for the Northeast corner of said Section 12; thence S89°03'38"W along the North line of said Section, a distance of 1008.89 feet to a 1/2" steel rod found for the Northeast corner of this tract and the point of beginning; thence S00°42'07"E a distance of 924.04 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°04'02"W a distance of 414.29 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°39'59"E a distance of 28.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S01°03'11"W a distance of 194.89 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S88°15'51"E a distance of 683.01 feet to a 1/2" Steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S00°42'07"E a distance of 1352.91 feet to a 1/2" steel rod with cap marked "PS 676" found for the Southeast corner of this tract and

a point on the North line of Lovelady Road; then N89°09'40"W along said North line of Lovelady Road a distance of 1563.00 feet to a 1/2" steel rod found for the Southwest corner of this tract; then N53°57'05"W a distance of 49.96 feet to a 1/2" steel rod found for a corner of this tract and a point on the East line of Johnson Road; then N00°41'00"W along said East line a distance of 2590.88 feet to a point on the North line of said Section 12 and the Northwest corner of this tract; then N89°03'38"E along said North line a distance of 1602.20 feet to the point of beginning and being Tract Four D-1 as shown on that certain Claim of Exemption Plat, filed July 20, 2015, in Book 2, Page 326, Lea County Records, Lea County, New Mexico.

AND

Tract Four D-2, as shown on that certain Survey filed 7-20-15, in Survey Book 2, Page 326, Lea County Records, Lea County, New Mexico:

A tract of land out of Tract Four D, as described in that certain receivers deed recorded in Book 1905, Page 273, in the records of Lea County, New Mexico, situated in the Northeast Quarter of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea county, New Mexico and being more particularly described as follows:

Commencing at a bolt with washer found for the Northeast corner of said Section 12; then S89°03'38"W along the North line of said Section a distance of 1008.89 feet and S00°42'07"E a distance of 924.04 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Northeast corner of this tract and the point of beginning; then S89°04'02"W a distance of 414.29 feet to a 1/2" steel rod with cap marked "JWSC PS12641" set for a corner of this tract; then S00°39'59"E a distance 28.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Northwest corner of this tract; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for a corner of this tract; then S01°03'11"W a distance of 194.89 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southwest corner of this tract; then S88°15'51"E a distance of 683.01 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southeast corner of this tract; then N00°42'07"W a distance of 346.79 feet to the point of beginning.

Access easement for Tract Four D-2, as shown on that certain Survey filed 7-20-15, filed in Survey Book 2, Page 326, Lea County Records, Lea County, New Mexico:

Commencing at a bolt with washer found for the Northeast corner of said Section 12; then S89°03'38"W along the North line of said Section a distance of 1008.89 feet, then S00°42'07"E a distance of 924.04 feet, then S89°04'02"W a distance of 414.29 feet, then S00°39'59"E a distance 28.01 feet, then S89°57'50"W a distance of 262.09 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" and the point of beginning; then S00°40'36"E a distance of 96.31 feet to a 1/2" steel rod with cap marked "JWSC PS 12641" set for the Southeast corner of this access easement; then N86°10'38"W a distance of 928.97 feet to a spike found for the Southwest corner of this easement and a point on the East line of Johnson Road; then N00°41'00"W along said East line a distance of 33.66 feet to a spike found for the Northwest corner of this easement; then S89°57'22"E a distance of 926.17 feet to the point of beginning.

Tract 4

A tract of land in the Northeast Quarter (NE/4) of Section 12, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and more particularly described as follows: Beginning at the Northeast corner of herein described tract of land which point bears S00°12'00"W, 1765.84 feet from the Northeast corner of Section 12; thence S00°12'00"W along the East line of Section 12, 879.58 feet to the Southeast corner of herein described tract which point also being the East Quarter (E/4) corner of Section 12; thence N89°56'14"W, 40 feet; thence N00°12'00"E, 879.58 feet; thence S89°56'16"E, 40 feet to the point of beginning.

AND

A tract of land located in the West Half of Section 7, Township 18 South, Range 39 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows: Beginning at the West Quarter corner of said Section 7; thence $N0^{\circ}12'E$, a distance of 879.5 feet; thence $N89^{\circ}56'E$, a distance of 498.5 feet; thence $S0^{\circ}21'W$, a distance of 403.3 feet; thence $N89^{\circ}43'E$ a distance of 212.1 feet; thence $S38^{\circ}49'E$, a distance of 183.7 feet; thence $S12^{\circ}07'E$, a distance of 300.9 feet; thence $S74^{\circ}10'W$, a distance of 171.8 feet; thence $S89^{\circ}54'W$ a distance of 724.26 feet; thence $N0^{\circ}12'E$, a distance of 7.6 feet to the point of beginning.

A.P.N. 203765 and 41705 and 41057 and 77886 and 77885 and 40649



Permitting Plan

December 2022

Arco Road Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf
of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM



Prepared by: Becks Walker

Reviewed by: Erin Bergquist

Dagmawi Geremew NM PE#27568



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.1.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	2
	3.1 Wetland and Waterbodies.....	2
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 US Fish and Wildlife Service.....	2
	5.1.3 US Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	3
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act	3
	5.3 Local Permitting	3
	5.3.1 Floodplain.....	3
	5.4 Driveway/Road Permits	4
	5.4.1 Address Change Application.....	4
6.0	REFERENCES	8

Tables

Table 1. Permit Matrix.....	5
-----------------------------	---

Attachments

- Attachment A. Lea County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Preliminary Floodplain Permit Approval

Acronyms and Abbreviations

Notation	Definition
DOT	Department of Transportation
EMNRD	Energy, Minerals, and Natural Resources Department
GCP	Construction General Permit
OCD	Oil Conservation Division
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Arco Road Solar Project
TRC	TRC Companies, Inc.
SWPPP	Stormwater Plan
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Arco Road Solar Project (Project) to summarize the required permits for the Project. The Project is a potential new community solar development site in Lea County, New Mexico, that includes a 21.2-acre tract of land. The Project site is located about 0.25 mile west of South Eunice Highway, on East Arco Road, just outside of Hobbs city limits, in Lea County, New Mexico (Township 19 South, Range 38 East, Section 15, SW1/4, SE1/4).

2.0 Land Use and Zoning

2.1.1 Land Use

The Project site is located entirely on private land, used for agricultural and industrial uses. The surrounding land use includes undeveloped pasture/agricultural lands, residential areas, and industrial facilities that include oil and gas wells and storage facilities. The Project site consists of open, scrubby pastureland. The Project site has honey mesquite throughout the area along with mixed grasses and forbs. The surrounding landscape consists of some agricultural fields, open range land, industrial oil and gas buildings, and commercial and residential areas.

Based on a review of aerial imagery, the Project site had an oil pumping station from approximately 2003 to 2016 and was otherwise undeveloped and used for livestock grazing (Google Earth Pro 2020). The majority of the Project site is undeveloped and appears to be used as open space. An existing access road and decommissioned pumpjack pad are also visible in aerial imagery within the Project Boundary, associated with the plugged but not released oil well, owned by Chevron USA, Inc, is mapped within the Project Boundary by the New Mexico Energy, Minerals, and Natural Resources Department's (EMNRD's) Oil Conservation Division (OCD) Oil and Gas Map (NM EMNRD 2022).

One existing crude oil pipeline owned by Holly Energy Partners, cuts diagonally through the southeast portions of the Project site, close to the decommissioned pad and intersecting the onsite road (US DOT 2022).

2.1.2 Zoning and Development Plans

The Project site is located in unincorporated Lea County, outside of the Extra Territorial Jurisdiction for the City of Hobbs (which allows for future expansion of the City). Lea County does not have a zoning ordinance or solar-specific regulations (Lea County 2022a). While renewable energy developments are largely not addressed within the County's Comprehensive Plan, the county supports commercial land use as long as they do not pose conflicts with rural land uses (Lea County 2005). Generally, as long as the Project is designed to meet required setbacks and road locations, the Project is likely to meet zoning requirements (Lea County, 2022b). Lea County provided documentation that there are no zoning regulations promulgated or administered by the County in the unincorporated area of Lea County (Attachment A).

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is located in Zone D, which means it is unmapped.

3.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is suitable habitat for the Aplomado falcon, designated as a federally listed non-essential experimental population. Therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to falcons and to ensure compliance with the Migratory Bird Treaty Act.

Suitable habitat is not present for state listed species. Therefore, no impacts on these species or their habitat are anticipated from this Project.

4.0 Cultural Resources

The cultural resources surveys did not find any significant cultural sites in the Project site or vicinity. The SHPO concurred with TRC's findings and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

No wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *US Fish and Wildlife Service*

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest in the vegetation communities with the Project Area; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 US Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES CGP NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form will be submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development permit application is required for both Lea County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and county floodplain division. Floodplain permits application are submitted to the County first, then the State of New Mexico. A preliminary floodplain permit from the County was approved August 2022 (Attachment D). The State application would be submitted if the Project is selected during the competitive selection process.

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Lea County and the State of New Mexico. The Zone D is for areas unmapped by Federal Emergency Management Agency (FEMA). As such, these areas are considered areas where you "build at your own risk". The County noted that due to the panels being suspended above the ground, solar energy facilities would be relatively safe if located in a floodplain, however, any unelevated structures on site should be placed with care to avoid areas with flood potential.

A floodplain permit application was submitted to the County and the County provided a preliminary floodplain approval in August 2022 (Attachment D). The State application portion of the floodplain permit would be completed if the Project is selected during the competitive selection process.

5.4 Driveway/Road Permits

Depending on Project design, a driveway or roadway permit may be required by the County.

5.4.1 Address Change Application

An address change application may be required prior to state building permits and driveway permit applications. The address change application will be completed if the project is selected during the competitive selection process.

The Permit Matrix for permits and authorizations applicable to the Arco Road Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	CWA – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 10/4/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) EPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after EPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Lea County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	If state-listed species could be impacted by Project implementation, consultation may be needed. Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.	Suitable Habitat Assessment Species-specific surveys 60-90 days	No suitable habitat in the Project site for any of the listed species.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – NHPA compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	SHPO concurrence was received 10/11/22.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Local – Lea County					
	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if required if the project is selected during the competitive selection process when the state building permit is submitted.	Ministerial
	Floodplain determination	The Project is located in Floodplain Zone D (which is unmapped). A floodplain application permit is required for new construction.	None 1 month for determination of no permit required	Preliminary floodplain approval received the County 8/24/22. Full approval would be completed if the project is selected during the competitive selection process.	Ministerial
	Driveway/Road Permits	Depending on the Project layout, driveway and road permits would be required	None TBD with the County	To be completed if required if the project is selected during the competitive selection process	Ministerial

6.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Lea County. (2022a). Lea County New Mexico. Accessed January 2022 at: <https://www.leacounty.net/>

Lea County. (2022b). Personal communication between Bruce Reid (County Planning) and D. DuFresne (TRC). January 6, 2022.

Lea County. (2005). Lea County Comprehensive Plan. Accessed January 6, 2022, at: https://cdn.saffire.com/files.ashx?t=fg&rid=LeaCounty&f=2005_Lea_County_Comprehensive_Plan.pdf

New Mexico Energy, Minerals, and Natural Resources Department (NM EMNRD). (2022). Oil Conservation Division (OCD) Oil and Gas Map. Accessed January 2022 at: <https://nm-emnrd.maps.arcgis.com/apps/webappviewer/index.html?id=4d017f2306164de29fd2fb9f8f35ca75>

U.S. Department of Transportation (USDOT). (2022). National Pipeline Mapping System (NPMS). Accessed January 4, 2022, at: <https://www.npms.phmsa.dot.gov/>

Attachment A. Lea County Correspondence

Bruce Reid
100 N. Main, Suite 4
Lovington, NM 88260



Email: breid@leacounty.net

Office: 575.396.8696

Cell: 575.704.2725

November 17, 2022

Jesse Young
Biologist,
TRC 6501 Eagle Rock Ave. NE Suite B5
Albuquerque, NM 87113
JYoung@trccompanies.com
505.761.0208

RE: NM Solar 4000 LLC by Lightstar Solar, LLC developments of Arco Road Solar Project;
Rose Road Solar Project as a part of Community Solar Program RFP

TRC or Jesse Young or anyone concerned:

There are currently no zoning regulations promulgated or administered by Lea County in the unincorporated areas of Lea County. The only zoning regulations in the unincorporated areas of the County are concerning with flight paths to and from county airports. Lea County does administer regulations pertaining to floodplain management, drive way permits, road crossing requirements and permits to install utility facilities within the public right of way. Building permits are required through Lea County Environmental Services and New Mexico Construction and Industries Division.

Best Regards,
Bruce Reid
County Planner
Lea County Planning Department

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

October 7, 2022

Kami Cohen
NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: NM SHPO Community Solar Favorable Analysis Review for Arco Road Solar Project, Lea County, NM

Dear Ms. Cohen,

Thank you for providing the New Mexico State Historic Preservation Division with the information pertaining to the above referenced community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

To determine whether the proposed project will affect cultural properties listed in the State Register of Cultural Properties, I conducted a review of our records and the NMCRIS Investigation Abstract Form for NMCRIS Activity 150688 titled, *A Cultural Resource Survey for the Proposed Arco Road, Hobbs Solar Farm in Lea County, New Mexico*. Based on this review, there are no registered cultural properties in the project area nor any known significant cultural properties that could be affected by physical destruction or introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and could be considered a "favorable analysis."

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 827-4040 or by email at andrew.zink@state.nm.us.

Sincerely,

Andrew Zink
State Archeological Permits
and Archaeological Review

HPD Log 118027

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
201 WEST EIGHTH STREET, SUITE 350
PUEBLO, COLORADO 81003

October 4, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00392, Arco Road Solar Project

Kami Cohen
Lightstar Renewables, LLC
C/O NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.Cohen@lightstar.com

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Arco Road Solar Project located site centered at approximate latitude 32.65547, longitude -103.13347, in Lea County, New Mexico. The work, as described in your letter, will consist of construction of a solar field (enclosed). We have assigned Action No. SPA-2022-00392 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the

applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Travis Morse, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

If you have any questions concerning our regulatory program, please contact Jordan Kemp at (719) 543-9459 or by e-mail at jordan.n.kemp@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Kara Hellige
Chief, Southern Colorado Branch

Enclosure(s)

Cc: Erin Bergquist, ebergquist@trccompanies.com

Attachment D. Preliminary Floodplain Permit Approval

Environmental
Office: (575) 391-2983
Fax: (575) 391-8764



Road Department
Office: (575) 391-2940
Planning and Zoning
Office: (575) 396-8696

Lea County Application

Date Submitted: _____ Application No. _____

APPLICANT INFORMATION

Property Owner Name: Hector and Anna Serna (Arco Rd.) Number: 575-390-1068 Fax: _____ Email: aserna45@gmail.com
Contractor Name: NM Solar 4000, LLC Number: 516-504-5219 Fax: _____ Email: kami.cohen@lightstar.com
Note: This is the developer. Contractor will be selected closer to construction.

Person Completing this form: Becks Walker (PRINT) Signature: RAW

PROPERTY INFORMATION

Required fields
*** A COPY OF THE PROPERTY OWNERS DRIVERS LICENSE AND WARRANTY DEED TO THE PROPERTY (or a letter from the property owner) WILL BE REQUIRED TO PROCESS THIS APPLICATION.*** Attached

Existing Address New Address Secondary Address Multiple Addresses Non-Habitable

Request is for: House Mobile Home Modular Home RV Spaces Water Well

Residential Commercial Other: floodplain Bedrooms: 0 Lot Size: 21.2

Lea County Parcel No: 4225111349441 Owner No: 4000422810001

Coordinates of Structure: Longitude: 32°39'21.90"N Latitude: 103° 7'59.06"W

Parcel Located: ETJ (Extra Territorial Jurisdiction) Outside ETJ (Extra Territorial Jurisdiction)

Subdivision: NA Section: S15 Township: 19S Range: 38E

Existing Address: NE of E Townsend Pl. and Cody St. Roadway Name: Arco Rd.

Private Road County Maintained Road State Highway

FOR DEPARTMENT USE ONLY

Official 911 Address: TBD Flood Hazard Area: NA Zone: D Set Back: _____

Addressing Approved By: Pending Final Application Date: _____

Planning/Zoning Approved By: Pending Final Application Date: _____

Floodplain Approved By: (preliminary) Cassie Conley, CFM Date: 8.24.22

Liquid Waste Approved By: Pending Final Application Date: _____

Driveway Approved By: Pending Final Application Date: _____

IFC Approved By: Pending Final Application Date: _____

This process will require a minimum of 10 days to complete

PROJECT: ARCO SOLAR PROJECT LEA COUNTY, NEW MEXICO
 DRAWN BY: D. SWEENEY
 CHECKED BY: B. TRACY
 APPROVED BY: J. YOUNG
 DATE: AUGUST 2022

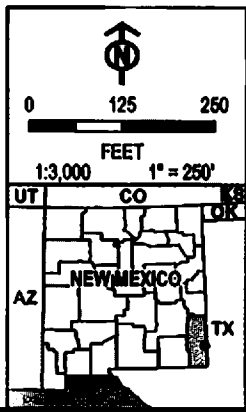


PROJECT BOUNDARY
 PROPOSED SOLAR ARRAY

Panel layout is based on 30 percent design and could shift based on the final design

NOTE: THE ENTIRE SITE AND SURROUNDING AREA IS LOCATED WITHIN FEMA FLOOD ZONE D - AREAS WITH POSSIBLE BUT UNDETERMINED FLOOD HAZARDS. NO FLOOD HAZARD ANALYSIS HAS BEEN CONDUCTED. FLOOD INSURANCE RATES ARE COMMENSURATE WITH THE UNCERTAINTY OF THE FLOOD RISK

BASE MAP: ESRI WORLD IMAGERY SERVICE (3/30/2021)
 DATA SOURCES: ESRI, LIGHTSTAR, TRC



PROJECT:		ARCO SOLAR PROJECT LEA COUNTY, NEW MEXICO	
TITLE:		SITE PLAN MAP	
DRAWN BY:	D. SWEENEY	PROJ. NO.:	501353.0000.0000
CHECKED BY:	B. TRACY	FIGURE 1	
APPROVED BY:	J. YOUNG		
DATE:	AUGUST 2022		
		123 N. COLLEGE AVE., SUITE 208, FORT COLLINS, CO 80524 PHONE: 970.549.0043	
FILE:	LIGHTSTAR_ARCO		

57312

WARRANTY DEED

MINNIE FRANCES TOWNSEND STEPHENS, a woman dealing in her sole and separate property

_____, for consideration paid, grant _____ to
RECTOR or ANNA SERNA, husband and wife

whose address is 319 E. Llano Grande, Hobbs, New Mexico 88240

the following described real estate in _____ LEA _____ county, New Mexico:

LEGAL DESCRIPTION:

A tract of land located in Section 15, Township 19 South, Range 38 East, NMPM, Lea County, New Mexico and being more particularly described as follows:

Beginning at a point at the Northwest corner of JUAN ARREOLA tract (BK 424 PG 254) being S0D10'W 1320' & S89D59' 18"W 1266.44 from E4 corner of Section 15, Thence South S0D36' 08"W 825.05' to a point being the Southwest corner of the ARREOLA tract, Thence West along the North line of the AGUILA OIL & CATTLE CO. tract (BK 424 PG 254) to a point being the Northwest Corner of said AGUILA tract, Thence S0D34' 48"E 503.44', Thence South to a point being the Southwest corner of said AGUILA tract at N89D59' 15"W, Thence West to a point S89D59' 15"E 635.53' from S4 corner of Section 15, also being the point of the Southeast corner of the KT BAR TRAILER PARK, Thence North to the Northeast corner of the KT BAR TRAILER PARK to a point being N0D34' 48"E 963.26', Thence West to the Northwest corner of the KT BAR TRAILER PARK to a point being N89D22'43"W 662.55', Thence North along the West line of SW4SE4 to Northwest corner of SAME. Thence East along the North line of S2SE4 to beginning.

with warranty covenants.

WITNESS _____ hand _____ and seal _____ this _____ 26th _____ day of

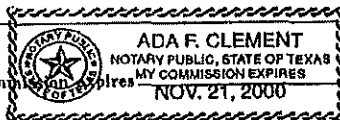
April _____ to 2000.

Minnie Frances Townsend Stephens (Seal)
Minnie Frances Townsend Stephens

B. K. Townsend (Seal)
by B. K. Townsend (Seal)

STATE OF TEXAS NEW MEXICO,
County of CHAMBERS } ss.

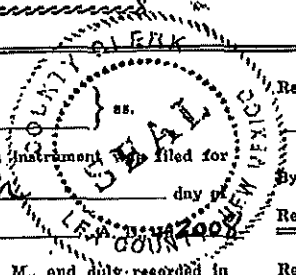
The foregoing instrument was acknowledged before me this _____ 26th _____ day of _____ April _____, 2000 by _____ B. K. Townsend with the Power of Attorney and in the name of Minnie Frances Townsend Stephens

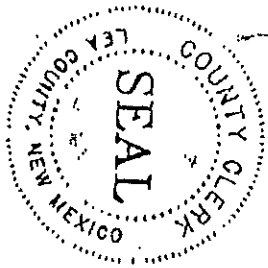


Ada F. Clement
Notary Public

STATE OF NEW MEXICO,
County of Lea } ss. _____ Records of _____ of said County.
County Clerk

I hereby certify that this instrument was filed for record on the _____ 18th _____ day of _____ June _____ at _____ 10:44 o'clock _____ A. M., and duly recorded in _____ at _____ o'clock _____ of _____ Page _____ of _____





59845

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

JUN 14 2000

at 11:34 o'clock A. M.
and recorded in Book _____

Page _____
Pat Chappelle, Lea County Clerk
By _____ Deputy



Permitting Plan

December 2022

Kelly Road (CO44) Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM



Prepared by: Becks Walker

Reviewed by: Erin Bergquist

Dagmawi Geremew NM PE#27568



Table of Contents

1.0	INTRODUCTION	1
1.1	Land Use and Vegetation	1
2.0	BIOLOGICAL RESOURCES	1
2.1	Wetland and Waterbodies.....	1
2.2	Floodplains.....	1
2.3	Federal and State Listed Species	1
3.0	CULTURAL RESOURCES	2
4.0	PERMITTING	2
4.1	Federal Permitting.....	2
4.1.1	United States (US) Army Corps of Engineers (USACE).....	2
4.1.2	U.S. Fish and Wildlife Service.....	2
4.1.3	U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	2
4.2	State Permitting.....	2
4.2.1	New Mexico State Construction and Industries Division Permit.....	2
4.2.2	Floodplain Permit	3
4.2.3	New Mexico Senate Bill 84 Community Solar Act	3
4.3	Local Permitting	3
4.3.1	Floodplain.....	3
4.3.2	Driveways/Roadways.....	3
4.3.3	Conditional Use Permit	3
4.3.4	Address Change Application.....	3
5.0	REFERENCES	7

Tables

Table 1. Permit Matrix	5
------------------------------	---

Appendices

- Attachment A. State Historic Preservation Office (SHPO) Correspondence
- Attachment B. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment C. Conditional Use Permit and Physical Address

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Kelly Road (CO44) Solar Project
TRC	TRC Companies, Inc.
SWPPP	Stormwater Plan
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Kelly Road (CO44) Solar Project (Project) to summarize the required permits for the Project. The Project includes an approximately 25-acre tract of land located on the Northwest and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 24 South, Range 9 West. The Project is located on the south side of O'Kelley Rd SE, 3.5 miles outside of Demings southern city limits.

1.1 Land Use and Vegetation

The Project site consists of undeveloped, open land that has been mostly cleared of vegetation. Some scattered honey mesquite bushes, grasses, and forbs exist in the Project site. The surrounding landscape consists of undeveloped fields and scattered residences. Based on a review of aerial imagery, the Project site has been left undeveloped and unused (Google Earth Pro 2020).

The topography of the Project site is characterized as relatively flat with very slight gradients. The elevation of the Project site is approximately 4,315 feet above mean sea level. The Project site is located within the New Mexico Level IV Ecoregion (Griffith et al. 2006). The Chihuahuan Basins and Playas ecoregion is characterized by saline or alkaline soils with areas of salt flats, dunes, and windblown sand. The vegetation includes honey mesquite, tarbush, fourwing saltbush, gyp grama, and alkali sacaton.

2.0 Biological Resources

2.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

2.2 Floodplains

The Project is located in Zone X, which means it is in an area of minimal flood hazard.

2.3 Federal and State Listed Species

The habitat assessment conducted on the site determined that there is suitable habitat for the Aplomado falcon, designated as a federally listed non-essential experimental population. However, no raptor nests were observed on site. State-listed species with the potential to occur within the Project Area include the common ground dove, gray vireo, reticulated gila monster, dune pricklypear, and the night-blooming cereus.

The Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to listed bird species and to ensure compliance with the Migratory Bird Treaty Act.

For the other state-listed species (reticulated gila monster, dune pricklypear, night-blooming cereus), no additional surveys or consultation is required as the Project is located on private

property. Voluntary avoidance measures such as species-specific surveys, additional consultation, or the development of construction-specific timing measures to limit impacts to these species can be implemented to avoid or minimize impacts on state-listed species.

Therefore, no impacts on these species or their habitat are anticipated from this Project.

3.0 Cultural Resources

Four archaeological sites were found during pedestrian surveys of the Project site. The State Historic Preservation Office concurred with TRC's recommendation that the sites were "not eligible" or not significant and determined that the proposed project will have no effect on registered cultural properties (Attachment A).

4.0 Permitting

4.1 Federal Permitting

4.1.1 United States (US) Army Corps of Engineers (USACE)

There were no wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Act, Section 404 (Attachment B).

4.1.2 U.S. Fish and Wildlife Service

Species protected under the Endangered Species Act or Bald and Golden Eagle Protection Act are unlikely to be affected by the Project. Migratory birds could nest in sparsely vegetated areas; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

4.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction General Permit NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

4.2 State Permitting

4.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

4.2.2 Floodplain Permit

A floodplain development review and permit are required by Luna County and the State of New Mexico. The State application requires signatures from both the planning and zoning division and County floodplain division. The floodplain review will be conducted by the County first during the Conditional Use Permit process (see Section 4.3 below), then by the State of New Mexico.

The Solar Project application form for the Conditional Use Permit was submitted on August 22, 2022. The County provided the approved conditional use permit on September 20, 2022 (Attachment C). No further action is required for the site for floodplains.

4.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law on April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

4.3 Local Permitting

4.3.1 Floodplain

A floodplain development permit application is required for both Luna County and the State of New Mexico. As part of the conditional use permit, floodplain requirements are reviewed for Project. The Solar Project application form for the Conditional Use Permit was submitted on August 22, 2022. The County provided the approved conditional use permit on September 20, 2022. No further action is required for the site for floodplains.

4.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

4.3.3 Conditional Use Permit

A Solar Project Application or Conditional Use Permit is required for solar projects under 5 MW. For solar projects, the County recently adopted a new solar policy that requires submittal of the items in their Solar Checklist including a Solar Project application form, a project narrative, and the plan of development for the Conditional Use Permit. The Solar Project application form was submitted on August 22, 2022. The site plan and plan of development were submitted on September 20, 2022. The County provided the approved conditional use permit on September 20, 2022 (Attachment C).

4.3.4 Address Change Application

An address change application will be required prior to state building permits and floodplain reviews being conducted. An address application was submitted to the County in August 2022. The County provided the approved address change on September 20, 2022, with the approved conditional use permit.

The Permit Matrix for permits and authorizations applicable to the Kelly Road (CO44) Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required)	USACE provided a No Permit Required letter 11/14/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) USEPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Non-Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Luna County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.	Desktop cultural resources review Cultural resources survey and visual resources assessment (if requested by the agency) Subsequent consultation Typically, 60-90 days	State Historic Preservation Office (SHPO) concurrence was received 10/11/22.	Non-ministerial
Local – Luna County					
Luna County	Address Application	Once the land is purchased or handed over, an address application will be required by Luna County.	Early consultation with the County is recommended to ensure compliance with new regulations.	Approved permit received 9/20/22	Ministerial
	Solar Project Application – Conditional Use Permit (<5mW)	Project facility details and community involvement information is required for any solar project in Luna County.	Need information about project design and community development plans.	Approved permit received 9/20/22	Non-ministerial
	Floodplain Review	Luna County Zoning and Planning will conduct a floodplain review on the property and decide whether a floodplain permit will be necessary.	Need address application before request for floodplain review	Not required for the site	Non-ministerial

5.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

**Attachment A. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

October 11, 2022

Kami Cohen
NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.cohen@lightstar.com

Re: NM SHPO Community Solar Favorable Analysis Review for Kelly Road Solar Project,
Luna County, NM

Dear Ms. Cohen,

Thank you for providing the New Mexico State Historic Preservation Division with the information pertaining to the above referenced community solar project. Under the Cultural Properties Act (Section 18-6-8.1 NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

To determine whether the proposed project will affect cultural properties listed in the State Register of Cultural Properties, I conducted a review of our records and the NMCRIS Investigation Abstract Form for NMCRIS Activity 150743 titled, *Cultural Resources Survey for the Kelly Road (C044) Solar Facility, Luna County, New Mexico*. Based on this review, there are no registered cultural properties in the project area nor any known significant cultural properties that could be affected by physical destruction or introduction of the solar array into the setting. All four archaeological sites (LA 201423 – LA 201426) encountered and recorded during the above survey are recommended as not eligible for listing in the National Register of Historic Places (NRHP) by the New Mexico SHPO. Based on this review, the proposed project will have *no effect* on registered cultural properties and could be considered a “favorable analysis.”

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) 827-4040 or by email at andrew.zink@dca.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AZink', with a stylized flourish at the end.

Andrew Zink
State Archeological Permits
and Archaeological Review

HPD Log 118029

**Attachment B. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
201 WEST EIGHTH STREET, SUITE 350
PUEBLO, COLORADO 81003

October 4, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00393, Kelly Road Solar Project

Kami Cohen
Lightstar Renewables, LLC
C/O NM Solar 4000, LLC
501 Boylston Street
Boston, MA 02116
Kami.Cohen@lightstar.com

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Kelly Road Solar Project centered at approximate latitude 32.208918, longitude -107.774714, in Luna County, New Mexico. The work, as described in your letter, will consist of the construction of a solar field (enclosed). We have assigned Action No. SPA-2022-00393 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the

applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Travis Morse, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

If you have any questions concerning our regulatory program, please contact Jordan Kemp at (719) 543-9459 or by e-mail at jordan.n.kemp@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Kara Hellige
Chief, Southern Colorado Branch

Cc: Erin Bergquist, ebergquist@trcccompanies.com

Enclosure(s)

Attachment C. Conditional Use Permit and Physical Address



**STATE OF NEW MEXICO
LUNA COUNTY, NM ASSESSOR OFFICE**

700 S. Silver Ave, Deming, New Mexico (575) 543-0404 Fax (575) 544-4580

September 9, 2022

NM Solar 4000, LLC
123 N. College Ave., Suite 370
Fort Collins, CO 80524

On March 13, 1997, in cooperation with the U.S. Postal Service, the Luna County Board of Commissioners instituted the Luna County Rural Addressing Project. This project was initiated for the health, safety and welfare of the residents of Luna County and is critical to achieving timely response for the County E911 system.

The County's primary objective is to provide Enhanced 911 services to every county business and resident. Secondary is to establish an efficient and accurate physical addressing system for rural residents. The Luna County Road Department is responsible for installing new road signs. There are over 1800 miles of county-maintained roads. If you do not have a road sign, please contact the Luna County Road Department at: 575-546-2703.

**YOUR PHYSICAL ADDRESS IS:
1350 OKELLEY RD SW
DEMING, NM 88030**

A TRACT OF LAND SITUATE IN THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (SHWHNEQ) AND THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (NHWHNEQ) OF SECTION TWENTY-ONE(21), TOWNSHIP TWENTY-FOUR SOUTH (24S), RANGE NINE WEST (9W) OF N.M.P.M., LUNA COUNTY, NEW MEXICO.

If you choose to begin receiving mail at this physical address, please provide this letter to the local postmaster at the Deming Post Office Customer Service Door.

You will be responsible for notifying your correspondents, publishers, utilities, and others of your new address. If you are a property owner in Luna County, please notify the Assessor's Office of your address change. We suggest that you post your new address on or near your telephone so that you or others can confirm your location in an emergency. You will be responsible for labeling your personal mailbox with your new physical address.

Your cooperation and assistance in this matter has been and will continue to be greatly appreciated. If you have any questions or problems with the address conversion, please contact the County Planning Office at 700 S. Silver Ave., or call (575) 543 - 6621.

Sincerely,

Javier Reyes
GIS Specialist

STATE OF NEW MEXICO
County of Luna



Barbara L. Reedy
Commissioner, District 1

Linda M. Smrkovsky
Chair, District 2

John S. Sweetser
Commissioner, District 3

Chris A. Brice
County Manager

Planning & Zoning
700 S. Silver Ave.

PO DRAWER 551 DEMING NEW MEXICO 88031-0551
(575) 543-6620 FAX (575) 544-3455

Date: September 9, 2022

RE: Conditional Use Permit for Community Solar

Applicant: NM Solar 4000 LLC

Agent Name: Kami Kohen

Site Location (legal description): A tract of land in the SHWHNEQ and the NHWHNEQ of section 21, Township 24 South, Range 9 West

Project Name and Description: Kelly Road (c044) Solar Project; 5 MWac Community Solar

Dear Kami,

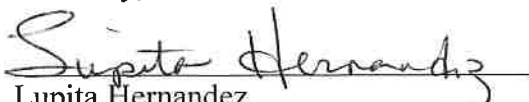
The Luna County Planning Department has approved a Conditional Use Permit for **NM Solar 4000 LLC** pertaining to the above referenced project. This permit is valid contingent upon the Project receiving an award of Community Solar Program capacity from the PRC. If it does not, the permit is automatically revoked.

The assigned address for the location of the project is **1350 Okelley Rd SW**


-Property will be unaddressed if project is not awarded-

NM Solar 4000 LLC is authorized to obtain any other required permits as needed and begin construction. The building permit can be obtained from Construction Industries Division at 505 S. Main St., Suite 150 Las Cruces, NM 88004; telephone number 575-524-6320 Extension 101. Please let me know if you have any questions. We appreciate your cooperation with the process.

Sincerely,


Lupita Hernandez
Planning Department Supervisor


Charles Kretek
County Attorney


Chris Brice
County Manager



Permitting Plan

January 2023

Rapp Canyon Solar Project

Prepared for:

Lightstar Renewables, LLC on behalf of
NM Solar 4000, LLC
Boston, MA

Prepared by:

TRC
Albuquerque, NM



Prepared by: Becks Walker

Reviewed by: Erin Bergquist

Dagmawi Geremew NM PE#27568



Table of Contents

1.0	INTRODUCTION	1
2.0	LAND USE AND ZONING	1
	2.1.1 Land Use.....	1
	2.2 Zoning and Development Plans.....	1
3.0	BIOLOGICAL RESOURCES	1
	3.1 Wetland and Waterbodies.....	1
	3.2 Floodplains.....	2
	3.3 Federal and State Listed Species.....	2
4.0	CULTURAL RESOURCES	2
5.0	PERMITTING	2
	5.1 Federal Permitting.....	2
	5.1.1 United States (US) Army Corps of Engineers (USACE).....	2
	5.1.2 U.S. Fish and Wildlife Service.....	2
	5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES).....	3
	5.2 State Permitting.....	3
	5.2.1 New Mexico State Construction and Industries Division Permit.....	3
	5.2.2 Floodplain Permit	3
	5.2.3 New Mexico Senate Bill 84 Community Solar Act.....	3
	5.3 Local Permitting	3
	5.3.1 Floodplain.....	3
	5.3.2 Driveways/Roadways.....	4
	5.3.3 Address Change Application.....	4
6.0	REFERENCES	10

Tables

Table 1. Permit Matrix	5
------------------------------	---

Attachments

- Attachment A. Grant County Correspondence
- Attachment B. State Historic Preservation Office (SHPO) Correspondence
- Attachment C. U.S. Army Corps of Engineers (USACE) Correspondence
- Attachment D. Floodplain Development Permit

Acronyms and Abbreviations

Notation	Definition
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
Project	Rapp Canyon Solar Project
SWPPP	Stormwater Plan
TRC	TRC Companies, Inc.
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency

1.0 Introduction

TRC Companies, Inc. (TRC) prepared the following permit plan for Lightstar Renewables, LLC on behalf of NM Solar 4000, LLC, for Rapp Canyon Solar Project (Project) to summarize the required permits for the Project. The Project is located in Grant County, New Mexico in the NENE $\frac{1}{4}$ and SENE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, the NWNW $\frac{1}{4}$ of Section 6, Township 18 South, Range 12 West, and the SWSW $\frac{1}{4}$ of Section 31, Township 17 South, Range 12 West. The Project site encompassed approximately 46 acres.

2.0 Land Use and Zoning

2.1.1 Land Use

The topography of the Project site is characterized as rolling hills that vary in steepness with a slope ranging from 3 to 8 percent on the top of the hills to 20 to 35 percent slope on the sides of the hills. The elevation of Project site is approximately 6,100 feet above mean sea level at the highest point. The Project site consists of open, forested land and based on review of aerial imagery, has always been undeveloped (Google Earth Pro 2021). The surrounding landscape consists of hilly open forested land, the residential areas of Bayard and Sana Clara, New Mexico, and an open pit mining operation to the east of the Project site.

The Project site's dominant tree species include alligator juniper, one-seed juniper, and Gambel oak. Catclaw mimosa is the dominant shrub in the area with blue grama and tobosa grass being the dominant grasses. The Project site is located within the New Mexico Level IV Ecoregion Chihuahuan Desert Grasslands (Griffith et al. 2006). The Chihuahuan Desert Grasslands occur in areas of fine-textured soils that have a higher water retention capacity. The grasslands were once more widespread, but due to historic heavy grazing desert shrubs invaded where the grass cover became fragmented. In grassland areas with lower rainfall, aerial coverage of grasses may be sparse, 10% or less. Some areas are now mostly shrubs as grasslands continue to decline due to drought, erosion, and climate change.

2.2 Zoning and Development Plans

The Project site is located in unincorporated Grant County. Grant County does not have a zoning ordinance or solar-specific regulations (Grant County 2022). Grant County provided documentation that the County does not have any use or zoning regulation, therefore a business/property owner is allowed to operate at this property with no restrictions (Attachment A).

3.0 Biological Resources

3.1 Wetland and Waterbodies

Based on field observations, no wetlands or aquatic features were identified within the Project site.

3.2 Floodplains

The Project is mostly located in Zone X, which means it is in an area of minimal flood hazard. There are three sections of the transmission line that crosses Zone A, an area Without Base Flood Elevation.

3.3 Federal and State Listed Species

Based on the habitat assessment conducted on the site, suitable habitat for the Aplomado falcon and Mexican gray wolf, both non-essential experimental populations, occurs at the Project site. If on private land, non-essential experimental populations are treated as proposed species and are not protected under the Endangered Species Act.

For the state-listed species, there is moderate quality habitat for the common ground dove and low-quality habitat for the gray vireo, reticulate gila monster, and spotted bat. No additional surveys or consultation is required as the Project is located on private property. Voluntary avoidance measures such as species-specific surveys, additional consultation, or the development of construction-specific timing measures to limit impacts on these species can be implemented to avoid impacts on state-listed species.

The Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to avoid potential impacts to listed bird species and to ensure compliance with the Migratory Bird Treaty Act.

4.0 Cultural Resources

Four archaeological sites were found during pedestrian surveys of the Project site. The SHPO concurred with TRC's recommendation that the sites were "not eligible" or not significant and determined that the proposed project will have no effect on registered cultural properties (Attachment B).

5.0 Permitting

5.1 Federal Permitting

5.1.1 *United States (US) Army Corps of Engineers (USACE)*

There were no wetlands or waterbodies in the Project site. TRC requested and USACE provided a letter stating that no permit will be required for the Project under Clean Water Section 404 (Attachment C).

5.1.2 *U.S. Fish and Wildlife Service*

The habitat assessment conducted on the site determined that there is suitable nesting and habitat for the Aplomado falcon and suitable habitat for the Mexican gray wolf, both federal non-essential experimental populations not protected under the Endangered Species Act on private land; however, no raptor nests were observed at the Project site and wolf den sites are not likely on-site due to the proximity of residential areas. Any impacts from this Project on Aplomado falcon and the Mexican gray wolf are anticipated to be negligible.

Eagles are unlikely to be impacted by the Project, but other migratory birds could nest at the Project site; therefore, the Project developer may want to consider implementation of voluntary avoidance measures such as conducting pre-construction surveys for nesting birds or scheduling construction to occur outside the primary nesting season (March 1 – July 1) to ensure compliance with the Migratory Bird Treaty Act.

5.1.3 U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES)

USEPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit Notice of Intent (NOI) and Stormwater Plan (SWPPP) will be required for surface disturbance greater than 1 acre. An electronic submittal of a USEPA NPDES Construction General Permit NOI will be prepared and submitted. A SWPPP will be developed for the Project site if the Project is selected during the competitive selection process.

5.2 State Permitting

5.2.1 New Mexico State Construction and Industries Division Permit

New construction requires a permit through the construction and industries division. A state building permit final application form submitted through the New Mexico Regulation & Licensing Department online portal if the Project is selected during the competitive selection process.

5.2.2 Floodplain Permit

A floodplain development review and permit are required by Grant County and the State of New Mexico. The State application requires signatures from both the Planning and Zoning Division and County Planning and Mapping Department. The floodplain review has been conducted by the county and the State of New Mexico will review the floodplain review next. Grant County determined that the Project is located in Zone X, which is not located in a Special Flood Hazard Area. The County provided the floodplain permit December 9, 2022 (Attachment D).

5.2.3 New Mexico Senate Bill 84 Community Solar Act

New Mexico's Senate Bill 84, Community Solar Act, signed into law on April 5, 2021, outlines the requirements for qualifications, ownership, administration, and rulemaking around community solar projects. The Project has developed this permit plan as part of the competitive selection process.

5.3 Local Permitting

5.3.1 Floodplain

A floodplain development permit application is required for both Grant County and the State of New Mexico. The county has reviewed the site and issued a permit that determined the risk of building in this area.

A floodplain permit application was submitted to the County in October 2022 and the County determined that the Project is located in Zone X, which is not located in a Special Flood Hazard Area. The County provided the floodplain permit December 9, 2022

5.3.2 Driveways/Roadways

Depending on Project design, a driveway or roadway permit may be required by the County.

5.3.3 Address Change Application

An address change application will be required prior to state building permits and driveway permit applications. As the Project is located off State Highway 356, the address request cannot be processed until there the New Mexico Department of Transportation approved the site access from the highway. Site access will be identified and permitted with the New Mexico Department of Transportation if the Project is selected as part of the competitive selection process. The address change application will be submitted to the County if the Project is selected as part of the competitive selection process.

The Permit Matrix for the Rapp Canyon Solar Project is shown in Table 1.

Table 1. Permit Matrix

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
Federal					
USACE – Las Cruces District	Clean Water Act (CWA) – Section 404 Nationwide Permit (NWP) or Individual Permit	If required, before commencing activities required for the construction, maintenance, repair, or removal of any utilities or facilities in Waters of the U.S., provided the activity does not result in the loss of greater than one-half acre of Waters of the U.S. Documentation of coordination will be required in support of the General Construction Permit (GCP)	Wetland and Waterbody Delineation Pre-construction notification (PCN) Mitigation Fee: None (\$100 for Individual Permit, if required) 2-3 months for delineation and USACE consultation for No Permit Required or Nationwide Permit. Longer (1 year+ for Individual Permit, if required)	USACE provided a No Permit Required letter 11/14/22	Non-ministerial
USEPA	General Construction Stormwater Permit	Will be required based on the USEPA General Construction Permit (GCP) guidelines that the disturbed area will be greater than 1 acre.	Develop a Stormwater Pollution Prevention Plan (SWPPP) Complete Notice of Intent (NOI) USEPA review of NOI can take 1 to 3 months to process and determine if the application is complete 14 days after USEPA notifies that they have received a complete NOI	To be completed if the project is selected during the competitive selection process	Non-Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
State					
New Mexico Construction and Industries and Manufactured Housing Division	Building Permit	Required for new construction in Grant County.	Application and fee (fee based on valuation of project) Two sets of plans Inspections 30 days	To be completed if the project is selected during the competitive selection process	Ministerial
New Mexico Department of Transportation	Permit to Construct an Access or Median Opening on a Public Right-of-Way	Required for construction or alteration of a driveway connecting to a State-managed roadway.	Applicant and ownership information Site Layout Map May require: <ul style="list-style-type: none"> • Traffic Requirements and Traffic Control Plan (if required) • Site Grading and Drainage Plan Approval • SWPPP Approval • Environment/Cultural Resources Clearance Required prior to driveway construction. May take up to 30+ days.	To be completed if the project is selected during the competitive selection process	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
New Mexico Department of Game and Fish	State Threatened and Endangered Species Consultation	<p>If state-listed species could be impacted by Project implementation, consultation may be needed.</p> <p>Project-specific element occurrence records for protected species and sensitive habitats can be obtained from the Natural Heritage New Mexico.</p>	<p>Suitable Habitat Assessment</p> <p>Inquiry of Element Occurrence Data (fee: \$200 + pro-rated fee based on number of element occurrences provided)</p> <p>Species-specific surveys</p> <p>60-90 days</p>	As the Project is on private property no further action is required.	Non-ministerial
New Mexico Historic Preservation Division Department of Cultural Affairs	Section 106 – National Historic Preservation Act (NHPA) compliance	<p>If the Project has a federal nexus, the applicable federal agency is required to determine whether the Project will affect historic or culturally significant properties. The direct and indirect areas of potential effect vary among agencies and are determined by the agency involved.</p>	<p>Desktop cultural resources review</p> <p>Cultural resources survey and visual resources assessment (if requested by the agency)</p> <p>Subsequent consultation</p> <p>Typically, 60-90 days</p>	State Historic Preservation Office (SHPO) concurrence was received 11/3/22.	Non-ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
New Mexico Department of Transportation	Permit to Construct an Access or Median Opening on a Public Right-of-Way	Required for construction or alteration of a driveway connecting to a State-managed roadway.	Applicant and ownership information Site Layout Map May require: <ul style="list-style-type: none"> • Traffic Requirements and Traffic Control Plan (if required) • Site Grading and Drainage Plan Approval • Stormwater Pollution Prevention Plan (SWPPP) Approval • Environment/Cultural Resources Clearance Required prior to driveway construction. May take up to 30+ days.	To be completed if the project is selected during the competitive selection process	Ministerial
Local – Grant County					
Grant County	Address Application	Once the land is purchased or handed over, an address application will be required by Grant County.	Early consultation with the County is recommended to ensure compliance with new regulations.	To be completed if the project is selected during the competitive selection process and the New Mexico Department of Transportation permit approved.	Ministerial

Agency	Permit, Approval, or Review	Regulatory Trigger	Recommended Assessments or Surveys and Timeline	Status	Permit Type
	Floodplain Review	Grant County Zoning and Planning will conduct a floodplain review on the property and decide whether a floodplain permit will be necessary.	Need address application before request for floodplain review	Floodplain permit submitted 10/31/22. The County provided the floodplain permit December 9, 2022.	Non-ministerial
	Driveway permit	If the project connects to county roads, a driveway permit will be required.	Driveway permit application	To be completed if the project is selected during the competitive selection process	Ministerial

6.0 References

Google Earth Pro. (2020). Historic aerial imagery of 32°39'20.43"N, 103°8'1.56"W. Accessed July 15, 2022.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, D. Mercer, R. Hill, and B.C. Moran. 2006. Ecoregions of New Mexico(color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,400,000). Ecoregion maps, publications, GIS files, and contact.

Grant County. (2022). Grant County New Mexico. Accessed August 2022 at: <https://grantcountynm.gov/departments/planning/>

Attachment A. Grant County Correspondence

Bergquist, Erin

From: darrey@grantcountynm.gov
Sent: Wednesday, November 16, 2022 10:04 AM
To: Bergquist, Erin; Young, Jesse
Cc: 'Kami Cohen'
Subject: RE: [EXTERNAL] FLOOD PLAIN RECEIPT

This is an **EXTERNAL** email. Do not click links or open attachments unless you validate the sender and know the content is safe.

ALWAYS hover over the link to preview the actual URL/site and confirm its legitimacy.

Properties located in Grant County do not have any use or zoning regulations; therefore, a business/property owner is allowed to operate at this property with no restrictions. If you have any questions, please feel free to contact me.

Please keep in mind that Grant County may be adopting policies and an Ordinance/Resolution for Solar facilities in the next few months. This may involve a separate permit and/or project review process. Please contact us prior to Construction.

Daniel Arrey | Grant County | Planning/GIS Specialist

Planning & Community Development|Mapping|GIS

Office: 575-574-0037

Email: darrey@grantcountynm.gov

Grant County Administration Center

1400 Highway 180 E.

Silver City, New Mexico 88061



Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information, including attorney-client privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message

From: Bergquist, Erin <EBergquist@trccompanies.com>
Sent: Wednesday, November 16, 2022 9:58 AM
To: darrey@grantcountynm.gov; Young, Jesse <JYoung@trccompanies.com>
Cc: 'Kami Cohen' <Kami.Cohen@lightstar.com>
Subject: RE: [EXTERNAL] FLOOD PLAIN RECEIPT

Daniel,
Thanks for the update.

As a follow-up, are you able to provide an email documentation as well, that no other land use, zoning or CUP/SUP permits would be required for the project?

Thanks,
Erin

**Attachment B. State Historic Preservation Office (SHPO)
Correspondence**



Michelle Lujan
Grisham, Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320

November 3, 2022

Kami Cohen
Development Manager
Lightstar
Kami.cohen@lightstar.com

Re: Rapp Canyon Solar Project (HPD Log #118265)

Dear Ms. Cohen:

Thank you for providing the New Mexico State Historic Preservation Division with the cultural resources survey report, *Cultural Resources Survey for the Rapp Canyon Solar Facility, Grant County, New Mexico* for the Rapp Canyon community solar project. Under the Cultural Properties Act (Section 18-6-8.1, NMSA 1978), the head of any state agency or department having direct or indirect jurisdiction over any land or structure modification which may affect a registered cultural property shall afford the state historic preservation officer a reasonable and timely opportunity to participate in planning such undertaking so as to preserve and protect, and to avoid or minimize adverse effects on registered cultural properties. The Public Regulation Commission has indirect jurisdiction over the solar array project as part of the community solar act.

I have completed my review of the report and I agree with the findings. The two recorded archaeological sites LA 201704 and LA 201705 are not eligible for listing in the National Register of Historic Places or the State Register of Cultural Properties. Additionally, the report notes that there are no registered cultural properties in the project area that could be affected by either physical destruction or by the introduction of the solar array into the setting. Based on this review, the proposed project will have no effect on registered cultural properties and signifies a favorable analysis.

Please do not hesitate to contact me if you have any questions. I can be reached by telephone at (505) (505) 827-4064 or by email at michelle.ensey@dca.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle M. Ensey".

Michelle M. Ensey
Deputy State Historic Preservation Officer
& State Archaeologist

**Attachment C. U.S. Army Corps of Engineers (USACE)
Correspondence**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
200 E. GRIGGS AVE.
LAS CRUCES, NM 88001-3516

November 14, 2022

Regulatory Division

SUBJECT: No Permit Required – Action No. SPA-2022-00439, Rapp Canyon Solar Project AJD

Kami Cohen
NM Solar 4000, LLC
501 Boylston St.
Boston, MA 02116

Dear Ms. Cohen:

This letter responds to your request for a determination of Department of the Army permit requirements for the proposed Rapp Canyon Solar Project AJD located at approximately latitude 32.776318, longitude -108.132477, in Grant County, New Mexico. The work, as described in your will include the construction of solar energy infrastructure within a study area measuring approximate 46-acres. We have assigned Action No. SPA-2022-00439 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that a Department of the Army permit is not required since the project would not result in the discharge of dredged/fill material into waters of the United States as the site consists entirely of uplands. However, it is incumbent upon you to remain informed of any changes in the U.S. Army Corps of Engineers (Corps) Regulatory Program regulations and policy as they relate to your project. If your plans change such that waters of the U.S. could be impacted by the proposed project, please contact our office for a reevaluation of permit requirements.

This decision is based on an approved jurisdictional determination (JD) (attached) that there are no waters of the United States on the project site. The basis for this JD is that the project site contains entirely uplands. A copy of this JD is also available at <http://www.spa.usace.army.mil/reg/JD>. This approved JD is valid for five years unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you

or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

You may accept or appeal this approved JD or provide new information in accordance with the attached Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If you elect to appeal this approved JD, you must complete Section II of the form and return it to the Army Engineer Division, South Pacific, CESPDPDS-O, 2052B, Attn: Tom Cavanaugh, Administrative Appeal Review Officer, P.O. Box 36023, 450 Golden Gate Ave, San Francisco, CA 94102 within 60 days of the date of this notice. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

I am forwarding a copy of this letter to Erin Bergquist with TRC Companies.

If you have any questions concerning our regulatory program, please contact me at (575) 652-3709 or by e-mail at Reid.A.Riley@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Sincerely,

Reid Riley
Regulatory Project Manager

Enclosure(s)

1. Approved AJD
2. Approved AJD appeals form

Attachment D. Floodplain Development Permit



Flood Plain Development Permit Application Application # 2022-247

Grant County Planning and Mapping Department

1400 highway 180 East/PO Box 898 Silver City NM 88062

(575) 574-0007

Section 1: General Provisions (Applicant to read and sign)

1. No work of any kind may start until a permit is issued
2. The permit may be revoked if any false statements are made herein
3. If revoked, all work must cease until permit is re-issued
4. Development shall not be used or occupied until a Certificate of Occupancy is issued
5. The permit will expire if no work is commenced within six months of issuance
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance
8. THE APPLICANT, CERTIFY THAT ALL STATEMENTS MADE HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE

(APPLICANTS SIGNATURE) Kami Cohen (DATE) 10/20/2022

Section 2: Proposed Development (To be completed by Applicant)

NAME	ADDRESS	TELEPHONE
NM Solar 4000, LLC	501 Boylston Street, Boston, MA 02116	(516) 504 5219

APPLICANT

NM Solar 4000, LLC	501 Boylston Street, Boston, MA 02116	(516) 504 5219
--------------------	---------------------------------------	----------------

BUILDER

TRC Companies and Pettigrew Associates, PA

ENGINEER

PROJECT LOCATION:

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide street address, lot number or legal description (attach). A sketch attached to this application showing the project location would be helpful

The Project is located in Grant County, New Mexico in the NENE 1/4 and SENE 1/4 of Section 1, Township 18 South, Range 13 West, the NWNW 1/4 of Section 6, Township 18 South, Range 12 West, and the SWSW 1/4 of Section 31, Township 17 South, Range 12 West. The Project area encompasses approximately 46 acres.

ISSUE DATE: 12/9/2022

EXP DATE: 12/9/2023

DESCRIPTION OF WORK (check all applicable boxes)

Application # 222-247

A. STRUCTURAL DEVELOPMENT

ACTIVITY

- New Structure
- Addition
- Alteration
- Relocation
- Demolition
- Replacement

STRUCTURE TYPE

- Residential (1-4 Family)
- Residential (More than 4 Family)
- Non-residential (Flood proofing? Yes)
- Combined use (Residential & Commercial)
- Manufactured (Mobile) Home (In Manufactured Home Park? Yes)

ESTIMATED COST OF PROJECT \$ 8,500,000

B. OTHER DEVELOPMENT ACTIVITIES

- Clearing Fill Mining Drilling Grading
- Excavation (Except for Structural Development Checked Above)
- Watercourse Alteration (Including Dredging and Channel Modification)
- Drainage Improvements (Including Culvert Work)
- Road, Street or Bridge Construction
- Subdivision (New or Expansion)
- Individual Water or Sewer System
- Other (Please specify) proposed community solar photovoltaic single axis tracker

After completing SECTION 2, APPLICANT should submit form to the Local Administrator for review

Application # 2022-247

Section 3: Floodplain Determination (To be completed by the Administrator)

The proposed development is located on FIRM Panel No. _____, Dated 1/6/11

35017C1019E

The Proposed Development:

Is NOT located in a Special Flood Hazard Area (Notify the applicant that the application review is complete and NO FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED)

Is partially located in the SFHA, but building/development is not.

Is located in a Special Flood Hazard Area

FIRM zone designation is Zone "X"

"100-year" flood elevation at the site is: _____ ft. NGVD

Unavailable

Is located in the Floodway.

FBFM Panel No. _____ Dated _____

See Section 4 for additional instructions

Signed _____



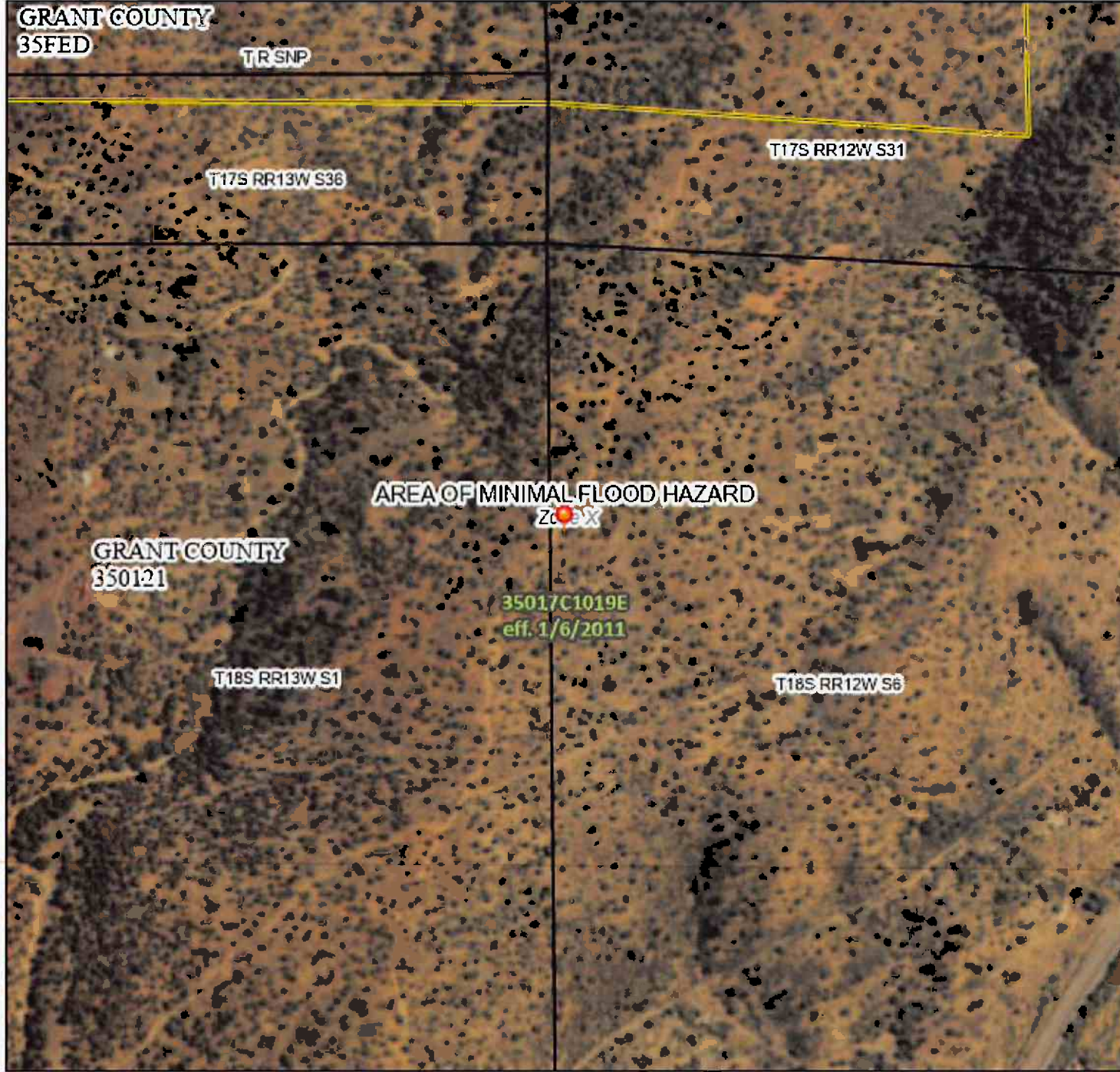
Date _____

12/9/2022

National Flood Hazard Layer FIRMette



108°8'14"W 32°46'52"N



Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone X
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

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

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/21/2022 at 1:16 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

From: Lorraine Castillo <lcastillo@grantcountynm.gov>
Sent: Friday, October 21, 2022 1:52 PM
To: Ray Castillo; Daniel Arrey; jyoung@grccompanies.com
Subject: FloodPlain fee

Thank you for your payment!

This service has been provided by [Grant County Treasurer, NM](#) and [Point & Pay](#). We value your business. Please keep this receipt for future reference.

You have made a payment to [Grant County Treasurer, NM](#), your payment was processed at [All Offices office](#). Grant County Treasurer thanks you for your payment. For questions about your account, please call 575-574-0055

Name: JESSIE YOUNG
Address: 1009 25TH ST, RIO RANCHO NM, US, 87124
Contact: 5055540779
Comments: NEW MEXICO SOLAR 4000 LLC/ FLOOD PLAIN FEE

Payment ID: 122956159
Date: 10/21/22 01:47 PM
Subtotal: \$25.00
Fee: \$2.00
Total: \$27.00
Method: Credit Card(*****2007)

Item Purchased	Transaction Description	Account	Amount
Miscellaneous Receipt	Grant Co Treas Gov	401-00-4281	\$25.00

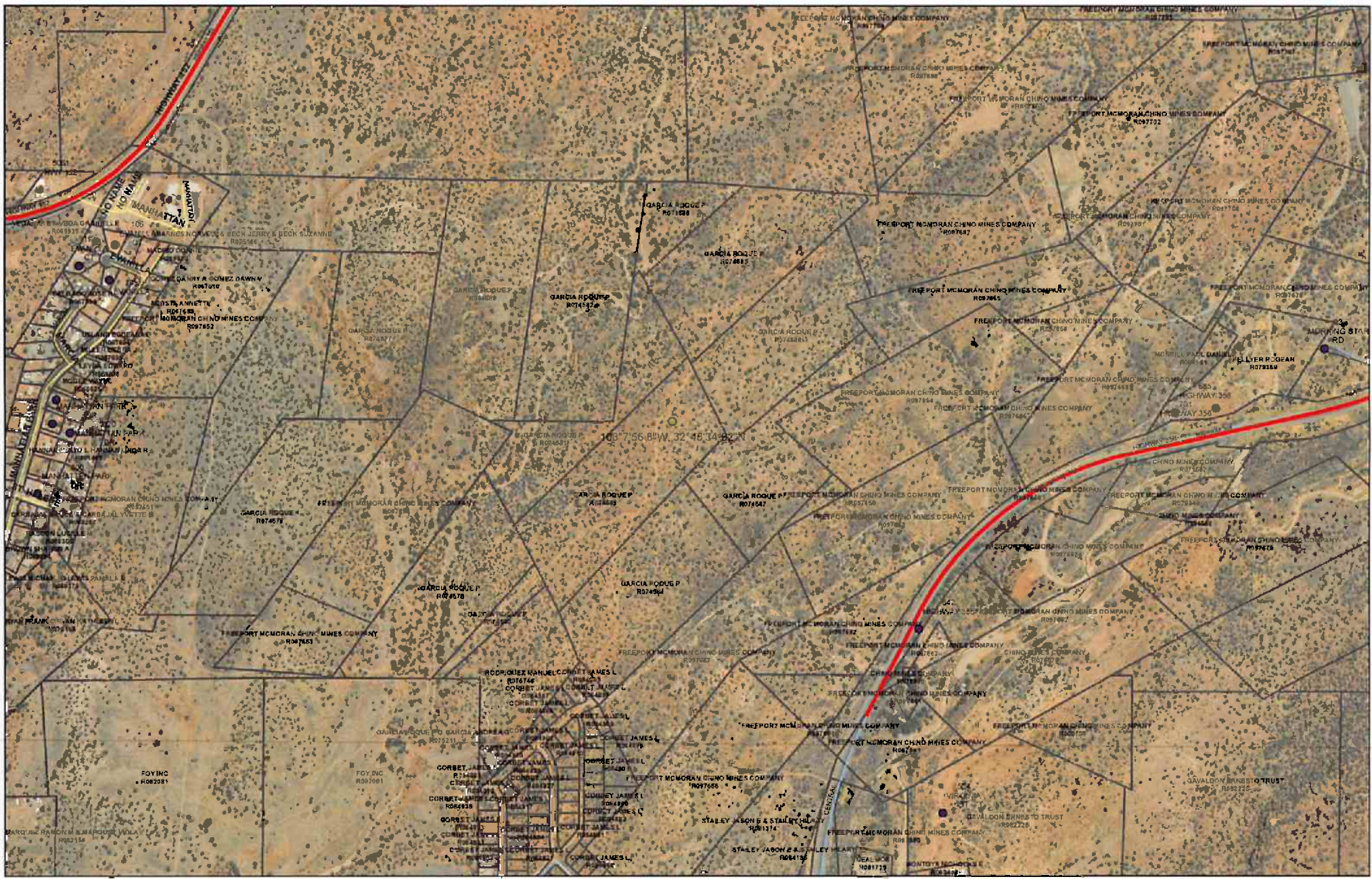
Signature: _____ **Date:** ____/____/____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Grant Co Treas Gov*. If you have any questions about the charges please call 1-888-891-6064.

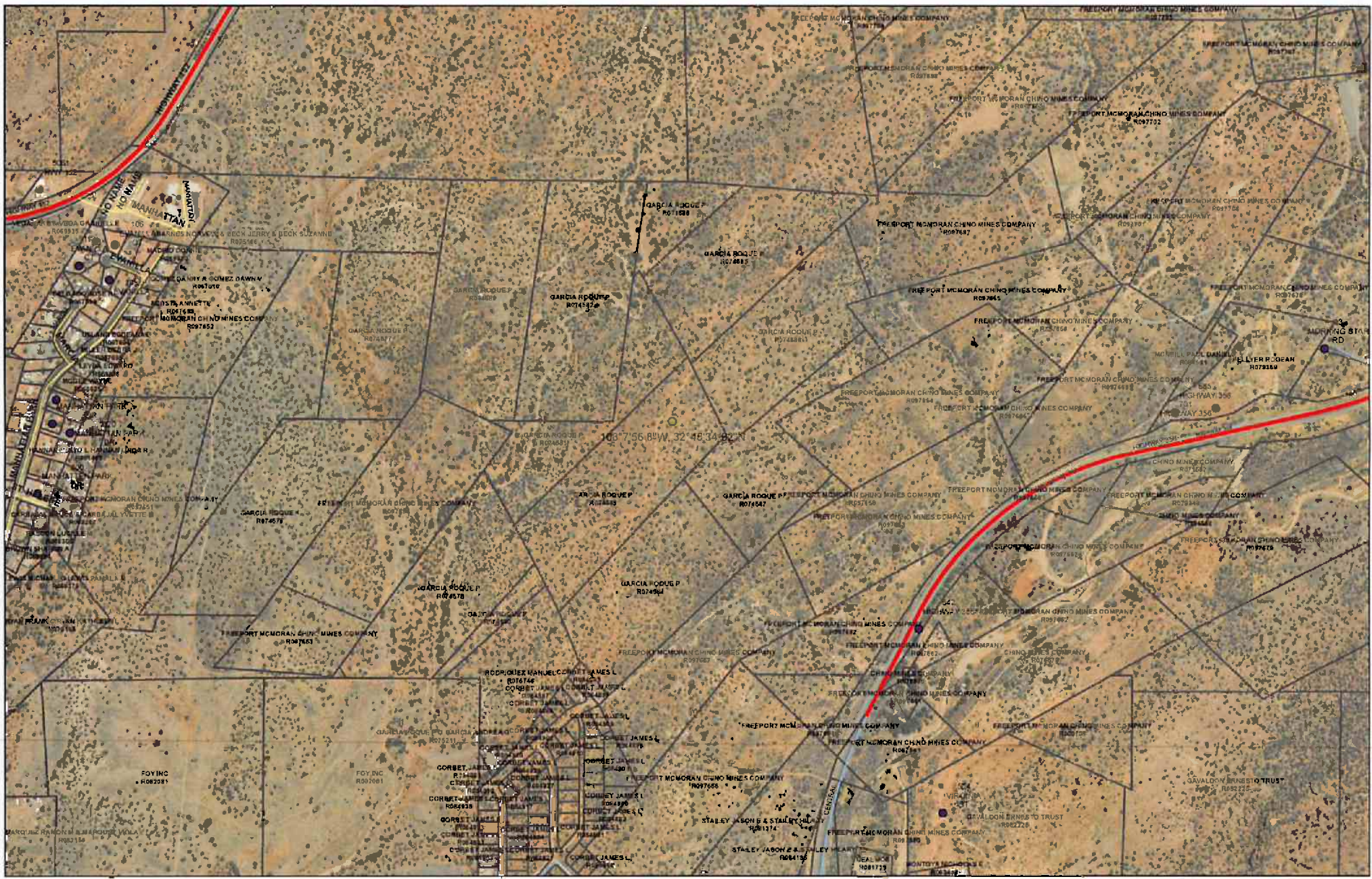
[Print Receipt](#) [Close Window](#)

Lorraine Castillo
Chief Deputy Treasurer



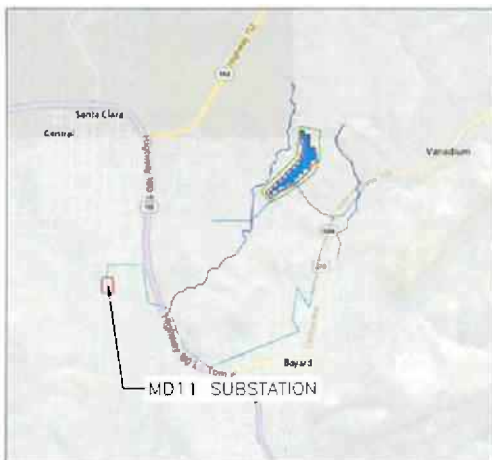
Map showing property boundaries and owner names. Owners include: FREEPORT-MCMORAN CHINO MINES COMPANY, GARCIA ROQUE P., RODRIGUEZ MANUEL, CORBET JAMES L., STALEY JASON & STALEY HEARTY, and others. Parcel numbers are listed throughout the map.

108° 7' 56.80\"/>

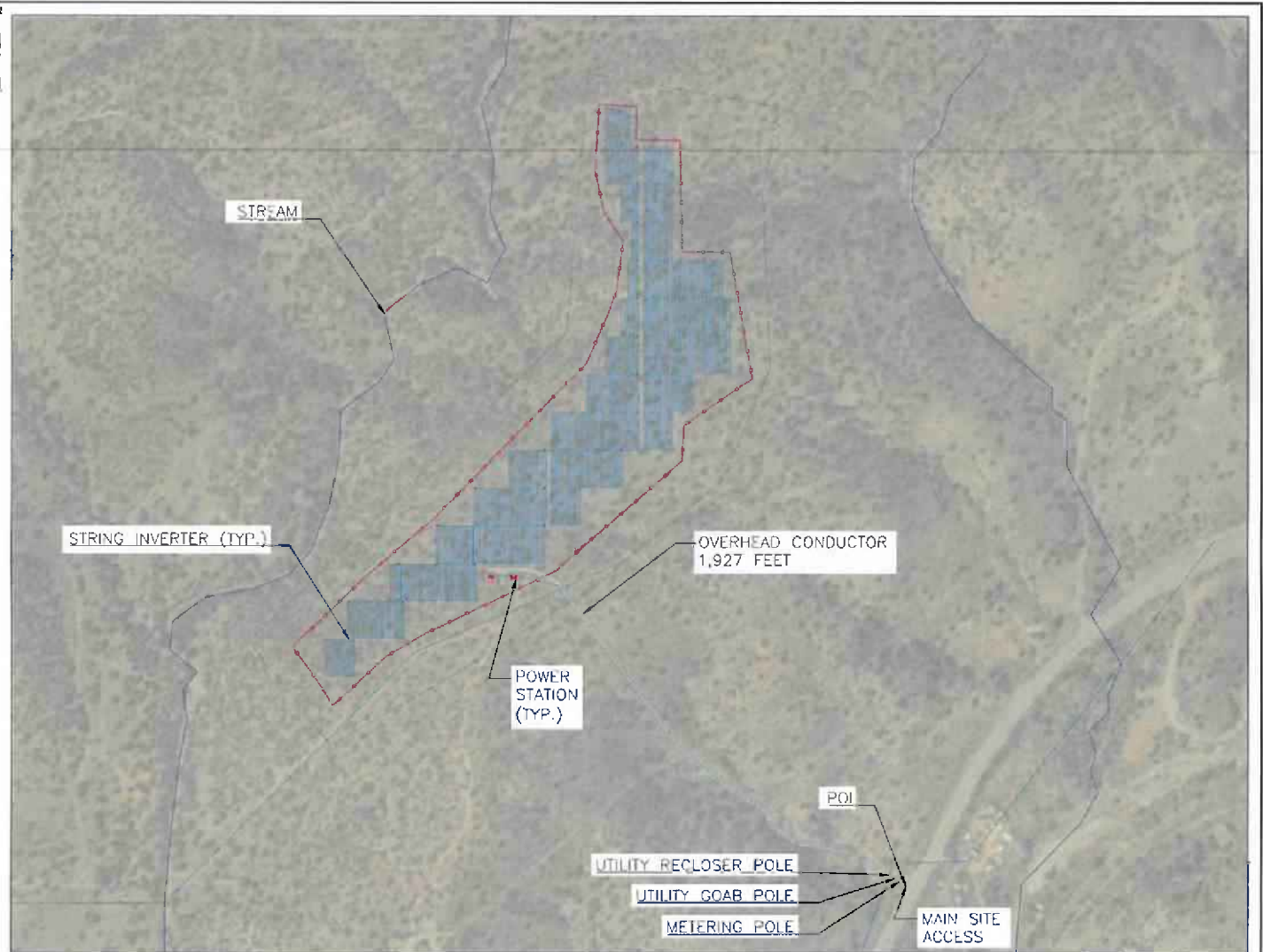


SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	6,144 kW
SYSTEM SIZE AC	5,000 kW
DC/AC RATIO	1.23
MODULE MODEL	TSW-600DEG20C 20
MODULE RATING	600 W
TOTAL MODULE QUANTITY	10,240
INVERTER MODEL	CP5 SCH2774TL-00/VS-800-24
INVERTER RATING	250 kW
TOTAL INVERTER QUANTITY	20
TOTAL NUMBER OF STRINGS	320
STRINGS PER INVERTER	16
MODULES PER STRING	32
INPUTS PER INVERTER	24
RACKING	SINGLE AXIS TRACKING, HEXTRACKER OR EQUIVALENT
TILT	-5° TO 15°
AXIS AZIMUTH	0°
INTER-ROW SPACING	17'-3"
GROUND COVERAGE RATIO	0.50
TOTAL FENCED AREA	APPROXIMATELY 24.1 ACRES
TOTAL PARCEL AREA	APPROXIMATELY 48.4 ACRES

LEGEND	
	16 MODULES, SINGLE AXIS TRACKER, HORIZONTAL N-S AXIS
	POWER STATION
	INVERTER
	20' WIDE SITE ACCESS ROAD
	OVERHEAD MEDIUM VOLTAGE CABLE
	UNDERGROUND MEDIUM VOLTAGE CABLE
	PROJECT SITE SECURITY FENCE
	PARCEL BOUNDARIES



1 SITE LOCATION
SCALE = 1" = 300'



2 ARRAY LAYOUT
SCALE = 1" = 750'

- NOTES:
1. PRELIMINARY DRAWING. NOT FOR CONSTRUCTION.
 2. INSTALLATION TO COMPLY WITH NEC 2017 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES OR REGULATIONS.
 3. EQUIPMENT SHALL BE LABELED AS PER NEC 690.
 4. ACCESS ROAD SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATION, MAINTENANCE, AND UTILITY TRAFFIC THROUGH THE SITE.
 5. DIMENSIONS OF THE PARCEL BOUNDARIES AND EXISTING FEATURES ARE APPROXIMATE, PENDING SURVEY.

PROJECT ADDRESS	
RAPP CANYON	
SANTA CLARA, NM 88023	
LAT. 32°43'34.62"N	
LONG. 108°15'56.80"W	

TRC		670 NORTH COMMERCIAL STREET SUITE 203 MANCHESTER, NH 03101		PROJECT NO. 497022	
REV	DESCRIPTION	DATE	DES	CHK	APP
0	ISSUE FOR REVIEW	10/28/22	MS	MP	MP

PRELIMINARY LAYOUT LIGHTSTAR RAPP CANYON	
SANTA CLARA	NM
	REV 0
PV=1.0	



GRANT COUNTY, NM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
 1400 HIGHWAY 180 EAST, SILVER CITY, NM 88061
 PHONE: 575-574-0007 WEBSITE: WWW.GRANTCOUNTYNM.GOV

SOLAR PROJECT INFORMATION FORM

GENERAL INFORMATION

Date: 12/8/22
 Applicant Name: NM Solar 4000, LLC
 Applicant's Agent/Representative: Kami Cohen
 Mailing Address: 501 Boylston Street, Boston, MA 02116
 Phone: 516-504-5219 E-mail: kami.cohen@lightstar.com

PROJECT INFORMATION

1. Project Name and Description: Rapp Canyon Solar Project
proposed community solar photovoltaic single axis tracker
2. Connected/Involved Parties (Investors/Developers/Purchasers/Owner): _____
3. Location of Facility (include site plan/map): Rapp Canyon between City of Bayard and Santa Clara. See attached map
4. Property Owner: Roque Garcia
 - a. Please attached copy of deed and/or lease agreement.
5. Point of Delivery: The POI is into Substation MD11 Feeder 11 along route 356
6. Transmission Route: MD11 Feeder 11 is a 26kV line that runs to Substation MD11
7. Interconnecting Utility: Public Service Company of New Mexico
8. Interconnection Agreement? YES NO
9. Type of Facility: Photovoltaic Wind Geothermal Solar Hydro Biomass
 Diesel Natural Gas Coal Nuclear Fuel Oil Other _____

10. Prime Mover: Fuel Cell Reciprocating Engine Microturbine Gas Turbine
 Steam Turbine Photovoltaic Other _____

11. System Owner (current and anticipated): NM Solar 4000, LLC

12. Size of Facility, Gen Facility Rating (kW): 6144 kWdc

13. Gen Facility Nameplate Rating (AC) (kVa): 5000 kWac

14. Planned Maximum Export Capacity (MW/MVA or kW/kVa): 5000

15. FERC Docket No. (if applicable): NA

16. Construction Start Date: 12/1/2023

a. Construction Contractor(s): TBD

b. Contact Person During Construction: Scott Greenberg (scott.greenberg@lightstar.com, 716-830-2653)

17. Operation Start Date: Commercial operation: 7/16/2024

18. Engineer/Design Firm: TRC Engineers, Pettigrew Associates PA

a. Engineer/Design Firm Contact: David Roybal, PE Droybal@pettigrew.us

19. Electrician Company: TBD

a. Electrician Contact: TBD but can contact Lighstar's Engineer Allison Denunzio at allison.denunzio@lightstar.com

20. Have you initiated a feasibility/capacity study with a Regional Transmission Organization (RTO) or Incumbent Utility? YES NO

21. Will this project be developed in phases? YES No

a. Timeline: Development of the project has started, with biological, wetland, and cultural studies complete. Interconnection studies, full engineering and design will commence after receipt of award from the RTO

22. Will you be constructing a substation? YES NO

23. What is the planned disposition of the Renewable Energy Certificates (REC) generated by the facility?

Per the Proposed Community Solar Rule, RECs generated by a Community Solar facility are transferred to the qualified utility and are not the property of the subscriber or the subscriber organization. Therefore, as a Community Solar facility, the

24. Have you registered with the Western Renewable Energy Generation Information System (WREGIS)? YES NO

25. Incorporated/Authorized to do business in the State of New Mexico? YES NO

26. Have you been involved in similar projects? YES NO

a. If yes, when and where? Since 2019 to the present, Lightstar is currently in development of 450 MW of ground-mounted, front of the meter community solar projects across NM _____

27. Will you be seeking an Industrial Revenue Bond (IRB)? YES NO

28. What assistance/involvement are you seeking from Grant County? _____

We are seeking assistance from Grant County in reviewing and approving our permit applications and keeping us informed of ways to make our project most successful for all parties involved.

29. What workforce training/educational opportunities will you be providing for the community? Through our partnership with Gekup Solar, we can provide electrical installation training opportunities to interested community members who want to become certified to install solar energy systems. _____

30. What local businesses/contractors will you be utilizing? _____

We will be working with Pettigrew Associates for land surveying and civil engineering. Pettigrew Associates is a New Mexico based, certified women-owned small business. We may also contract with them for construction services if their bid at t

31. Will you have any community partnerships? YES NO

a. If yes, please describe: If awarded capacity in the NM program, we intend to partner with Border Area Mental health to provide annual donations to assist in the Psycho-Social Rehab (PE _____

Kami Cohen

12/8/2022

Signature of Applicants Authorized Official

Date

Kami Cohen

Printed Name & Title

NOTICE TO APPLICANTS

This form is for informational purposes only. The County of Grant reserves the right to require additional information, permit applications or any additional permitting processes/procedures that may be required by local, state and federal laws and regulations. Any permits may be contingent upon the project receiving an award from the New Mexico Public Regulation Commission and prior to the commencement of any subsequent construction. If the project is not awarded any local permits may be revoked.

Deed BK 229

QUITCLAIM DEED

6256

ANDREA MARTINEZ, formerly Andrea Garcia, a single person
for consideration paid, quitclaim S.
to ROQUE P. GARCIA, a single person
whose address is Drawer E
Bayard, NM 88023
the following described real estate in Grant County, New Mexico:

SEE ATTACHMENT "A"

WITNESS my hand and seal this 5th day of September 19 91
Andrea Martinez, formerly Andrea Garcia (Seal)
Andrea Martinez, formerly Andrea Garcia (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF GRANT
The foregoing instrument was acknowledged before me this 5th day of September 19 91
by Andrea Martinez, formerly Andrea Garcia, a single person
Notary Public: Bertha M. Quinones
My commission expires 9-29-91

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF
The foregoing instrument was acknowledged before me this
day of 19
by (Name of Officer)
(Name of Corporation Acknowledging)
corporation, on behalf of said
corporation. (State of Incorporation)
My commission expires:
Notary Public

FOR RECORDERS USE ONLY
STATE OF NEW MEXICO
County of Grant
I hereby certify that this instrument
was filed for record on the 10 day of
September 19 91
at 11:16 AM and duly
recorded in Book 289 of the records
of Grant County, N.M.
at page 6256-1
Witness my hand and official seal
this 10th day of September 1991
Deputy

A tract of land being part of the Betty Jo Group, M.S. 2015 situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 17 South, Range 12 West and in the S $\frac{1}{4}$ S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 17 South, Range 13 West and in the NW $\frac{1}{4}$ of Section 6, Township 18 South, Range 12 West and in the E $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, N.M.P.M., Grant County, New Mexico being described more particularly according to the survey of William Ulric Miller, R.L.S. #8893, as follows:

Beginning at Corner No. 1, which is identical with Corner No. 1 of the Bellamy Lode; from whence the North Quarter Corner of Section 1 bears N.6°26'W., 1032.68 ft. distant; Thence S.89°30'E., 215.78 ft. to Corner No. 2, which is identical with Corner No. 4 of the Norman Lode; Thence N.8°26'E., 1036.03 ft. along the West line of the Norman Lode to Corner No. 3, a point on the North line of Section 36; Thence S.89°30'E., 605.78 ft. along the North line of Section 36 to Corner No. 4, a point on the East line of the Norman Lode; Thence N.8°26'E., 462.27 ft. to Corner No. 5, which is identical with Corner No. 2 of the Norman Lode, a point on the South line of the Fort Bayard Military Reserve; Thence S.89°30'E., 1471.10 ft. to Corner No. 6, which is identical with the Beg. Corner of the Fort Bayard Military Reserve; Thence S.85°43'E., 1068.12 ft. along the South line of the Fort Bayard Military Reserve to Corner No. 7, a point on the Line 2-3 of the Lion Lode; Thence S.29°08'E., 40.56 ft. to Corner No. 8, which is identical with Corner No. 3 of the Lion Lode; Thence S.47°08'W., 201.06 ft. along the South line of said Lion Lode to Corner No. 9; Thence S.20°06'E., 492.23 ft. to Corner No. 10, a point on line 3-4 of the Fairview Lode; Thence S.73°20'W., 161.89 ft. to Corner No. 11, which is identical with Corner No. 1 of the Fairview Lode; Thence S.38°15'E., 421.97 ft. to Corner No. 12, a point on the North line of the Bismark Lode, M.S. 1371; Thence S.60°34'W., 799.83 ft. to Corner No. 13, which is identical with Corner No. 3 of the Bismark Lode; Thence S.47°49'E., 476.56 ft. along the West line of the Bismark Lode to Corner No. 14, a point on line 2-3 of the Sunny Side Lode; Thence S.43°08'W., 749.77 ft. to Corner No. 15, which is identical with Corner No. 3 of the Sunny Side Lode; Thence N.38°15'W., 6.03 ft. to Corner No. 16, which is identical with Corner No. 2 of the Sunny Side No. 2 Lode; Thence S.45°42'W., 1186.86 ft. to Corner No. 17, which is identical with Corner No. 3 of the Sunny Side No. 2 Lode; Thence N.38°15'W., 281.34 ft. to Corner No. 18, which is identical with Corner No. 2 of the Henry Lode; Thence S.36°56'W., 908.49 ft. to Corner No. 19, which is identical with Corner No. 3 of the Henry Lode; Thence N.26°32'W., 181.47 ft. along line 3-4 of the Henry Lode to Corner No. 20, a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1; Thence N.0°01'W., 448.68 ft. to Corner No. 21, which is identical with the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; Thence N.89°42'W., 823.97 ft. along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to Corner No. 22, a point on line 3-4 of the Maggie Lode; Thence N.29°08'W., 80.62 ft. to Corner No. 23, which is identical with Corner No. 4 of the Maggie Lode; Thence N.36°11'E., 1798.47 ft. to Corner No. 24, which is identical with Corner No. 2 of the Ajax Lode M.S. 2040; Thence N.64°27'W., 598.79 ft. to Corner No. 25, which is identical with Corner No. 1 of the Ajax Lode; Thence S.36°14'W., 1726.55 ft. to Corner No. 26, which is identical with Corner No. 3 of the Bellamy Lode; Thence N.89°30'W., 739.10 ft. to Corner No. 27, which is identical with Corner No. 4 of the Bellamy Lode; Thence N.36°14'E., 1500.00 ft. to the point and place of beginning. Containing 197.068 acres, more or less.

Subject to reservations, restrictions, and easements of record.

LESS AND EXCEPT:

A Ten (10) acre tract of land being part of the Henry Lode, M.S. 2015 in the Betty Jo Group situate in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 1, Township 18 South, Range 13 West, N.M.P.M., Grant County, New Mexico, as deeded to Ray Rodriguez and Sylvia Rodriguez in Book 226 Pages 8070-8071 of Deed Records in the Office of the Grant County Clerk, Silver City, New Mexico.

Together with a general ingress-egress roadway easement over and across part of the Betty Jo Group and part of Block 7 of the Mountain View Addition to the Village of Bayard.

OPTION AND GROUND LEASE FOR SOLAR ENERGY SYSTEM

This Option and Ground Lease for Solar Energy System (this "Agreement") is entered into to be effective as of March 22nd, 2022 ("Effective Date") by and between Roque P. Garcia, a married man dealing with his separate property ("Landlord"), and NM Solar 4000 LLC, a Delaware limited liability company ("Tenant"). Tenant and Landlord are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Landlord is the owner of fee simple title to that real property located in the Town of Bayard and Santa Clara, Grant County, New Mexico off Rapp Canyon Road at coordinates 32.7748979278344 [N] -108.133921017507 [W], described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").


B. Tenant desires to obtain an option to lease the Property, and upon exercise of such option, to lease the Property to develop and operate photovoltaic solar energy generation and related facilities thereon, and Landlord desires to grant Tenant such option and lease the Property to Tenant for that specific purpose and use.

NOW THEREFORE, in consideration of the agreement of the Parties, and the payments and covenants herein contained, the Parties do hereby agree:

1. **Lease Option.** Landlord does hereby grant to Tenant, and Tenant does hereby accept, an exclusive and irrevocable option (the "Option") to lease from Landlord, and if Tenant exercises the Option, Landlord shall lease to Tenant, for Tenant's exclusive use and possession, the Property, on the terms and conditions hereinafter set forth (the "Lease").

2. **Option Term.** The term of the Option shall be for a 12-month period beginning on the Effective Date ("Initial Option Period"); provided, however, that Tenant shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Landlord, in which case, the Parties will have no further obligations hereunder, except as provided in Section 37 (Effect of Termination). If Tenant is diligently pursuing permits and/or agreements necessary in connection with installing a solar energy production facility, Tenant may, at its sole discretion, extend the Initial Option Period for three, 12-month periods (each an "Option Extension Period" and together with the Initial Option Period, collectively, the "Option Period"). Notice to extend shall be submitted to Landlord ten (10) days before the end of the Option Period.

3. **Option Consideration.** [REDACTED]



4. **No Marketing During Option Period.** Landlord hereby covenants and agrees that it will not market or offer all or any portion of the Property for sale or lease or accept any offers for sale or lease and will not grant any interest in or to any portion of the Property during the Option Period. Further, Landlord covenants and agrees that it will not, at any time during the Option Period, make or cause to be made any statements that disparage or damage the reputation of the Tenant or the Project (as defined in Section 10.2(b)) or challenge any prospective or existing Permits and Approvals or third-party agreements in connection with the Project.

5. **Diligence During Option Period.** Landlord hereby grants to Tenant and its agents (including employees), contractors, invitees, licensees, and permittees (collectively, "Tenant's Agents") during the Option Period the right of entry and easement to, from, on, over and across the Property for the purpose of conducting studies, inspections, surveys, assessments, and investigations of the Property as Tenant may deem necessary or desirable to determine the suitability of the Property for the Operations (as defined in Section 10.1 [Permitted Uses]), and to make such plans and obtain the Permits and Approvals (as defined in Section 11 [Permits and Approvals]) for the Operations as Tenant deems appropriate (collectively, Tenant's "Due Diligence"). Tenant shall comply with all laws, ordinances, rules, and regulations applicable to Tenant's Due Diligence and, if Tenant does not exercise the Option, shall repair any physical damage to the Property to the extent caused by Tenant or any of Tenant's Agents in conducting its Due Diligence. Tenant shall indemnify Landlord from and against all liability and claims for damage to property or injury to persons to the extent caused by the negligence or intentional misconduct of Tenant or any of Tenant's Agents on or about the Property in conducting the Due Diligence. In the event Tenant does not exercise the Option, at Landlord's written request, Tenant shall promptly deliver to Landlord, at no cost to Tenant, copies of any non-confidential Due Diligence related materials, reports and/or test results.

6. **Method of Exercising the Option.** Tenant may exercise the Option at any time during the Option Period by delivering written notice to Landlord at its notice address identified below, or to such alternative address provided by Landlord to Tenant in writing (hereinafter the "Option Notice"). The Option Notice shall identify a commencement date for the Lease ("Lease Date"), which shall be no later than the day following the end of the Option Period. Beginning on the Lease Date, the Lease shall be and become effective. If Tenant does not exercise the Option during the Option Period, or if Tenant provides written notice to Landlord that it elects not to exercise the Option, this Agreement shall immediately terminate and, except as provided in Section 37 (Effect of Termination), the Parties will have no further obligations hereunder.

7. **Memoranda.** Concurrent with the execution of this Agreement, the Parties shall execute a memorandum of the Option ("Memorandum of Option") and a memorandum of the Lease

(“Memorandum of Lease”) both in forms reasonably satisfactory to Tenant and consistent with the requirements of New Mexico law, and the County Clerk’s Office for Grant County. Tenant may immediately record, at its cost, the Memorandum of Option in the County Clerk’s Office. In the event Tenant properly exercises the Option, Tenant may, no sooner than the Lease Date, record, at its cost, the Memorandum of Lease in the County Clerk’s Office. If the Property or Term are amended at any time, the Parties shall execute an amendment to the Memorandum of Lease and Tenant may record, at its cost, such amendment in the County Clerk’s Office. If Tenant terminates this Agreement or the Lease, then Tenant shall record in the real property records of Grant County, New Mexico, within 60 days after the termination of this Agreement or the Lease, a notice of termination of this Agreement or the Lease, as the case may be. Tenant shall be obligated to pay Landlord a late charge of \$50 per day for each day that it is late in performing the obligation imposed on it by the preceding sentence. The obligations imposed on Tenant by this Section shall survive the termination of this Agreement or the Lease.

8. **Leasehold Title Policy.** Tenant may procure, at its expense and option, a title policy from a nationally recognized title insurance company insuring Tenant’s interest in the Property. Landlord shall fully cooperate with Tenant and the title insurance company in obtaining such policy, including, without limitation, promptly providing to the title insurance company all necessary approvals, consents, customary affidavits, estoppels, organizational documents and agreements. Tenant may also obtain a survey (“Survey”) of the Property that shows the boundary lines of the Property and otherwise be sufficient to constitute a legal description of the Property (and any related easements) or a legal subdivision of the Property (and any related easements) from the Land (as defined in Section 10.2(e)) if applicable. Upon receipt of the Survey, Landlord and Tenant, shall, at Tenant’s election, amend this Agreement to replace Exhibit A with the description of the Property set forth in the Survey.

9. **Lease Term.**

9.1 **Term.** As used in this Agreement, “Term” means, collectively, the Construction Term, the Primary Term and any Extension Term that may apply, as defined in Section 9.4 (Extension Terms).

9.2 **Construction Term.** The Lease shall commence upon the Lease Date and shall continue for a period of time (the “Construction Term”) ending on the date that construction of the Project is complete and the Project generates and delivers electrical power to purchasers of such power (the “Placed In Service Date”). Tenant shall notify Landlord of the Placed in Service Date within 30 days after that date.

9.3 **Primary Term.** Unless Tenant notifies Landlord that Tenant elects to terminate the Lease in accordance with Section 10.3 (Construction), the Term of the Lease shall automatically extend and continue for a period of time (the “Primary Term”) ending on the date that is twenty (20) years after the expiration of the Construction Term.

9.4 **Extension Terms.** Unless Tenant notifies Landlord that Tenant does not wish to extend the Term, the Term of the Lease shall in each instance automatically extend for five (5) consecutive periods of five (5) years each (each an “Extension Term”), on the same terms and

conditions as the Primary Term except as otherwise expressly provided herein. If Tenant ever desires to prevent the Term from being extended (or further extended) pursuant to this paragraph, Tenant may notify Landlord of same at least sixty (60) days before the expiration of the Primary Term or Extension Term then in effect, after which the Term will expire at the end of the Primary Term or Extension Term then in effect and no further Extension Terms will be available to Tenant.

10. **Use of Property by Tenant.**

10.1 **Permitted Uses.** The Lease is for use of the Property for photovoltaic solar energy collection and conversion; for generation, storage and transmission of electric power and for related and incidental purposes and activities (collectively, "Operations"), including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities to harness sunlight for photovoltaic electric energy generation, including, without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) electrical transmission and distribution facilities, including, without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installations, (ix) safety protection facilities, security cameras and surveillance equipment, (x) maintenance yards, (xi) roads, (xii) erosion control facilities, (xiii) signs, (xiv) fences, and (xv) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Property (all of the foregoing, including the Solar Energy Facilities, collectively "Improvements"); provided, however, that the Parties intend that, to the extent permitted by law, all such installations and Improvements be regarded for tax purposes as personal property, and never as fixtures to the real property, unless hereafter consented to in writing by Landlord, as such installations and Improvements could impact the existing dry land grazing assessments currently in place with respect to the real property taxes and assessments levied against the real property;

(c) removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation (including the cutting, removal and sale of any timber or trees and stumps, dismantling, demolishing, and removing any improvement, structure,

embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy Facilities, the other installations and Improvements or the use of the Property intended by Tenant hereunder; and excavating, grading, leveling and otherwise modifying the surface of the Property (if requested by Tenant, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees); and

(d) undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

10.2 Additional Uses. The Parties acknowledge and agree:

(a) that solar energy technologies are improving at a rapid rate and that it is probable that Tenant may (although Tenant shall not be required to) replace from time to time existing Solar Energy Facilities on the Property with newer model or design Solar Energy Facilities which are, in Tenant's sole opinion, superior to the facilities or equipment replaced;

(b) the Lease includes the right of ingress to and egress from the Solar Energy Facilities and other installations and Improvements over, under, and along the Property by means of any existing roads and lanes thereon, and by such other route or routes as Tenant may construct on the Property from time to time, for the benefit of and for purposes incidental to Operations on the Property and installations and Improvements that are developed, installed, constructed and/or operated on the Property as all or part of a single solar energy system or multiple solar energy systems located on the Property to generate and deliver electrical power to purchasers of such power (the "Project");

(c) the Lease includes the right to conduct any and all Operations on the Property for the benefit of and for purposes incidental to the Project, including the right to (i) install and maintain on the Property transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Property, and (ii) install and maintain on the Property communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Property; and

(d) the Lease does not extend to, affect or prevent any rights of Landlord to (i) make any use of the Property that is at least fifty (50) feet below the surface of the Property, including, Landlord's right, without limitation, to conduct any prospecting for, drilling, mining, or removing from the Property (A) oil, gas, and other hydrocarbon substances; (B) hot water, steam, steam power, geothermal steam, waters, thermal energy, and mineral byproducts therefrom for conversion into electrical power or processing byproducts therefrom; or (C) any other minerals or substances (collectively, "Subsurface Rights"), or (ii) surface or subsurface water or any other water rights relating to the Property ("Water Rights"). The Subsurface Rights and the Water Rights, if any, are specifically reserved unto Landlord, and Tenant has no interest in or has any right of control over same. In exercising any Subsurface Rights or Water Rights, Landlord shall not interfere with Tenant's Operations or Tenant's installations and Improvements.

(e) to the extent, the Property does not include all of the real property owned by Landlord (such real property contiguous to the Property hereinafter referred to as the “Land”), in addition to all other rights granted herein, Landlord hereby irrevocably grants and conveys to Tenant (and its successors and assigns), in the location or locations shown on Exhibit B attached hereto and incorporated herein by reference, the following easements across the Land (collectively, the “Easements”), which Easements shall be appurtenant to Tenant’s leasehold estate, run with the land and inure to the benefit of Tenant and its successors and assigns and be binding upon Landlord:

1.1.1 an exclusive easement, for the Term, for electrical interconnection purposes, including, but not limited to installation, maintenance, repair, replacement and operation of transmission, distribution and collection cables, conduits, wires and/or lines which carry communication electrical energy or communications of any nature to and from the Property (and any associated improvements, facilities and/or equipment);

1.1.2 an easement, for the Term, for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Land;

1.1.3 a temporary exclusive easement to be used for access and staging in connection with the construction, operation and maintenance of the Project.

1.2 Landlord acknowledges and agrees that unless and until (i) Tenant elects not to exercise the Option, or (ii) the Lease terminates, Landlord shall not enter into any agreement, whether written or oral, with any party other than Tenant to own, construct, operate or maintain a solar power generating facility on the Land.

10.3 Construction. Except in instances where Landlord’s consent or approval is expressly required herein, the location, design and the timing regarding the installation of Improvements shall be determined by Tenant. Tenant shall not be obligated to commence construction of the Project and Tenant shall have the right to terminate the Lease on thirty (30) days’ written notice to Landlord if Tenant determines, in its sole discretion, that construction and/or operation of the Project on the Property is no longer feasible.

11. Permits and Approvals. Tenant shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity, any permit, entitlement, approval, authorization, agreement or other rights that are necessary in connection with the Project or the Operations (collectively, “Permits and Approvals”), and Landlord shall, upon Tenant’s request, cooperate in good faith to execute and, if appropriate, cause to be acknowledged and recorded any application, instrument or other document (including, without limitation, any variance, encroachment agreement or setback waiver) that is reasonably needed by Tenant and is timely requested by Tenant in connection therewith. Such documentation shall be in the form required by such governmental agency or other person or entity. Landlord shall promptly cooperate in good faith with Tenant to obtain any Permits and Approvals related to use of the Property, at no cost or expense to Landlord. Tenant shall reimburse Landlord for its reasonable actual evidenced out-of-pocket expenses incurred in connection with such cooperation, within ten (10) days after Tenant’s receipt of a request for such payment, in an

amount not to exceed \$ [REDACTED] Landlord shall not do anything on the Property that would violate any Permits and Approvals.

12. **Rent.**

12.1 [REDACTED]

12.2 **Operating Rent.** [REDACTED]

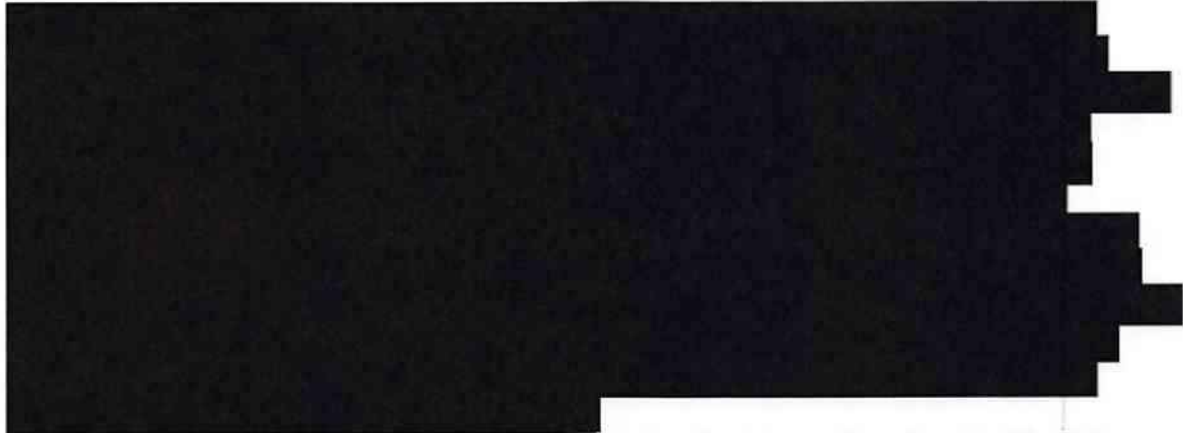
12.3 **Escalation of Rent.**

(a) [REDACTED]

[REDACTED]

12.4 **Payment of Rent.** [REDACTED]

13. **Payment of Taxes.** [REDACTED]



14. **Utilities.** Tenant shall be solely responsible for obtaining and paying for all utilities needed or used by Tenant on the Property, including any costs associated with establishing utility service. Landlord will not be liable for damages, by any abatement of Rent or otherwise, for any interruption in the availability of any utility service. Such unavailability of any utility service will not constitute a basis for termination, eviction or a disturbance of Tenant's use and possession of the Property or relieve Tenant from paying Rent or performing any of Tenant's obligations under the Lease. In the event any public utilities involved with the Project are unable or unwilling to use or rely upon Tenant's interest in the Property arising under the Lease for the location of their facilities on the Property, then promptly upon request of Tenant, Landlord shall execute and deliver, at no cost to Tenant, such easements over the Property as such public utilities may require for development of the Project. Further, upon Tenant's request, if required by any such public utilities, the area of any such easements shall be removed from the description of the Property for purposes of the Lease and the Parties shall execute an amendment to the Lease to accomplish that removal.

15. **Liens.** Landlord and Tenant shall each conduct their activities so as not to cause any liens or claims of liens to be filed or asserted against the interests of the other, and each Party shall conduct their activities so as to keep the respective interests of the other Party free and clear of any and all liens and claims of liens of any kind, including but not limited to, liens for labor and services performed on, and materials, supplies and equipment furnished in connection with such Party's ownership or use of such Party's interest in the Property, subject to such Party's right to contest such liens and claims. If such Party having caused such lien to occur wishes to contest any such liens or claims, such Party shall, within thirty (30) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, and in good faith either resolve or remove any such liens from the Property pursuant to applicable law.

16. **Maintenance of Property.**

16.1 **Maintenance.** Throughout the term of the Lease, Tenant shall, at Tenant's sole cost and expense, maintain the personal property Improvements and all of the Property in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. Tenant shall not unreasonably clutter the Property and shall collect and dispose of any and all of Tenant's refuse and trash.

16.2 Failure to Comply. If Tenant fails to comply with any obligation of Tenant under this Section 16 (Maintenance of Property), after Landlord has given Tenant at least thirty (30) days' prior written notice of such failure, Landlord shall have the right but not the obligation to take such measures to correct the noticed failure as Landlord deems necessary, in its reasonable discretion, and charge the reasonable cost and expense, actually incurred and evidenced, thereof to Tenant, which will become subject to payment as additional rent due with the next installment of Rent.

17. Security; Landlord's Access. All security measures reasonably necessary to protect against damage or destruction of Tenant's Operations and Improvements, or injury or damage to persons or property on the Property, may be provided by Tenant on the Property, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable. Upon not less than two weeks' prior written notice, Landlord may access any part of the Property during the hours of 8:00 AM to 5:00 PM, any day of the week, except national holidays, for the purpose of inspection to determine Tenant's compliance with the Lease, provided that Landlord complies with Tenant's standard safety procedures. During such inspection, Landlord shall not unreasonably interfere with Tenant's Operations. Tenant shall have the right to accompany Landlord during such access.

18. Insurance.



19. Indemnity.

19.1 Indemnity by Tenant. Tenant shall defend, indemnify and hold Landlord harmless from liability and claims of liability, to and including, but not limited to, claims for damage to property, death or injury to persons, resulting from the negligent or intentional activities of Tenant and Tenant's Agents or resulting from any conditions existing on or about the Property within the control of Tenant or Tenant's Agents.

19.2 Indemnity by Landlord. Landlord shall defend, indemnify and hold Tenant and its members, managers and employees harmless from liability and claims of liability, to and including, but not limited to, claims for damage to property, death or injury to persons, resulting from the negligent or intentional activities of Landlord and its agents (including employees), contractors, invitees, licensees and permittees (collectively, "Landlord's Agents"). This indemnity is in relation to activity on or about the Property only, and not merely the result of the condition of the Property (except for hazardous substances which exist on the Property prior to the Lease Date), as Tenant has the exclusive possession and control of the Property, and would be responsible for the conditions existing thereon not caused by the activities of Landlord and Landlord's Agents.

19.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Landlord against any claims, costs, damages, fees or penalties arising from a violation by Tenant or Tenant's Agents of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property, except for any such violation which is the result of the existence on or under the Property of such hazardous substances on or before the Lease Date. Landlord represents to Tenant that it is not aware of any hazardous substances on or under the Property on the Effective Date of the Lease.

19.4 New Mexico Indemnity Savings Clause. To the extent, if at all, Section 56-7-1 NMSA 1978, as amended, is applicable to this Agreement, any agreement to indemnify, hold harmless, insure or defend another party contained herein or in any related documents will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of any indemnitee, its officers, employees or agents.

20. Assignment. Tenant may not assign the Lease, in whole or in part, without the prior express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Tenant may, without the consent of Landlord, transfer, encumber, convey or otherwise assign any or all of Tenant's rights and leasehold interests in the Property, the installations and Improvements or the Lease: (a) as security to one or more mortgagees, beneficiaries of deeds of trust, or other holders of a Mortgage as provided for in Section 26 (Consent to Encumber) (each, a "Mortgagee"), in connection with financing (including refinancing) of the Project, the Solar Energy Facilities or other installations and Improvements, or the development of the Property; or (b) to any entity (i) which controls, is controlled by, or is under common control with Tenant; (ii) resulting from the merger or consolidation with Tenant; or (iii) which acquires all or substantially all of the assets or ownership interest of Tenant related to the Operations and the Property, provided that such assignee assumes in full the obligations of Tenant under the Lease. Tenant shall notify Landlord in writing promptly upon any assignment, transfer or encumbrance of the Lease to a secured party in connection with such financing.

21. Default.



[REDACTED]

22. **Termination by Landlord: Holdover.**

[REDACTED]

23. **Surrender and Restoration.**

23.1 **Surrender.** Upon any termination, surrender, or expiration of the Lease, subject to **Section 23.2 (Restoration)**, Tenant shall (a) remove all of Tenant's installations and Improvements, (b) peaceably deliver up to Landlord possession of the Property and surrender any other rights associated with or granted by the effects of the Lease, and (c) execute, at Landlord's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency or agencies.

23.2 **Restoration.** Except as expressly provided in this **Section 23.2 (Restoration)**, within six (6) months after any termination, surrender, or expiration of the Lease, Tenant shall perform the following work on the Property (collectively, "**Restoration**"): (a) restore the surface and subsurface of the Property, except that, with respect to the surface, Tenant shall have no obligation to replace plants, crops, trees or other foliage removed during the Term and, with respect to the subsurface, Tenant's restoration obligation shall be to remove all installations and Improvements Tenant had caused to have installed or made on the Property, to a depth of one (1) foot below the surface of the Property; and (b) Tenant shall restore the grade of the Property to substantially the condition that existed at the Lease Date and shall repair any damage to the Property as a result of any removal of Tenant's installations and Improvements under this

Section 23.2 (Restoration). Notwithstanding the foregoing, Landlord shall have the right (in Landlord's sole discretion) to waive Tenant's obligation to perform the Restoration as provided in this **Section 23.2 (Restoration)**. Landlord shall exercise this waiver, if at all, by giving Tenant written notice of any waiver no later than ninety (90) days prior to the end of the Term or thirty (30) days after any earlier termination or surrender of the Lease, as applicable. No such waiver by Landlord shall prevent Tenant from removing any installations and Improvements that Tenant desires to remove. Tenant shall continue to pay Rent to Landlord, at the rate applicable immediately prior to such termination, surrender or expiration of the Lease, until the Restoration is complete.

23.3 Removal Bond. On or by the fifteenth (15th) anniversary of the Lease Date, Tenant shall obtain and deliver to Landlord a reasonable financial assurance, the form of which shall be determined by Tenant in its reasonable discretion, securing performance of Tenant's obligation to perform the Restoration (the "**Removal Bond**"). The Removal Bond shall be equal to the estimated amount, if any, by which the cost of the Restoration exceeds the salvage value of the Improvements (the "**Net Removal Costs**"). To the extent that the Net Removal Costs are zero (or negative), a Removal Bond shall not be required on the part of Tenant, provided, however that Tenant shall re-evaluate the need for a Removal Bond at least annually after the fifteenth (15th) anniversary of the Lease Date. Tenant shall not be required to deliver such Removal Bond to Landlord if Tenant (a) is in the process of repowering or otherwise redeveloping the power generating units on the Property with new power generating units (or commits in writing with notice to Landlord to do so within two (2) years after the fifteenth (15th) anniversary of the Lease Date), or (b) has delivered such financial assurance in connection with the permitting of the Improvements. Once in place, Tenant shall keep such Removal Bond, or similar financial assurance, in force throughout the remainder of the Term. The Net Removal Costs shall be determined by Tenant acting in good faith.

24. Condemnation

24.1 Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Property, or the installations and Improvements thereon, for any public use or otherwise, then the interests and obligations of Tenant under the Lease in or affecting the Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Property or the installations and Improvements thereon, (ii) the date that Tenant is no longer able or permitted to operate the installations and Improvements on the Property in a commercially viable manner, or (iii) the date of the condemnation judgment or decree of the court. Tenant shall continue to pay all amounts required, due and payable under the Lease to Landlord, until such termination, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under the Lease, and Tenant shall vacate the Property forthwith and comply with **Sections 23.1 (Surrender) and 23.2 (Restoration)**.

24.2 Partial Taking. If, at any time during the term of the Lease, any such authority having the power of eminent domain shall condemn any portion of the installations and Improvements, or of the Property to the extent that Tenant is able to reasonably continue its Operations, then the interest and obligations of Tenant under the Lease as to those installations

and Improvements or the Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of such Improvements or the Property, (ii) the date that Tenant is no longer able or permitted to operate the installations and Improvements on the Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment or decree of the court, and, unless the Lease is terminated as herein provided, the Lease shall continue in full force and effect as to the remainder of the installations and Improvements and of the Property. Rent and other amounts due and payable hereunder shall be equitably abated in proportion to the extent of the effects of the taking.

24.3 **Condemnation Award.** In the event of a complete or partial taking of the Property or the installations and Improvements is sought by the condemning agency, Tenant shall be entitled to assert a claim against the condemning agency in regard thereto, and may seek to advance its own claim for damages and compensation in such proceedings, and may seek to recover and receive an allocation of any compensation and damages that is specifically attributable to the take on account of Tenants' leasehold interest, Tenant's installations and Improvements, and those allocations proven to be specifically attributable to Tenant's loss and right to recover any claimed losses of revenue that otherwise were being generated under the effects of the Lease, and relocation costs or damages as a result of its inability to relocate. The Parties shall advance their claims and be entitled to receive their respective shares attributable to their respective losses in any recovery that is obtained in those eminent domain proceedings.

25. **Certain Protective Covenants.**

25.1 **Noninterference.** During the term of the Lease, Landlord covenants and agrees that as long as Tenant observes, keeps and maintains the terms and conditions of the Lease, Landlord will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Tenant of its rights granted by the Lease; (ii) take any action anywhere or permit any condition to exist on the Property which will materially interfere with the availability or accessibility of sunlight to the Property; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Property; (iv) take any action which will materially impair Tenant's access to the Property for the purposes specified in the Lease, or materially impair Tenant's access to any of the installations and Improvements; or (v) at any time during the Term, make or cause to be made any statements that disparage or damage the reputation of the Tenant or the Project or challenge any prospective or existing Permits and Approvals or third party agreements in connection with the Project. Notwithstanding the foregoing, Landlord shall have no obligation under the Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not identified in the Lease.

25.2 **Quiet Enjoyment.** As long as Tenant observes, keeps and maintains the terms and conditions of the Lease, Landlord warrants that Tenant shall peaceably hold and enjoy the Property, and any and all other rights granted by the Lease for its entire Term, without interference or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord except as expressly provided in the Lease.

25.3 **Observance of Laws and Covenants; Safety.** Tenant shall use the Property granted by the Lease only for the purposes stated herein and shall conduct all of its operations on the Property in a lawful manner after obtaining all necessary Permits and Approvals. Tenant will carry out the Operations and its responsibilities, and exercise any rights which it possesses, under the Lease in a manner which is consistent with all applicable laws, rules, ordinances, orders and regulations of governmental agencies.

26. **Consent to Encumber.**

26.1 **Consent.** Tenant may from time to time, without the prior written consent of Landlord, encumber Tenant's interest in the Lease and/or Tenant's leasehold interest in the Property by mortgage, deed of trust or other real or personal property security instrument (a "**Mortgage**"), provided that any Mortgage and all rights acquired under it shall be subject to all covenants, conditions and restrictions stated in the Lease and to all rights and interests of Landlord, and further provided that Tenant shall promptly, upon the execution or assignment of any Mortgage, deliver to Landlord the contact information for the holder of such Mortgage. Nothing contained in any such Mortgage shall release or be deemed to relieve Tenant from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Tenant or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Landlord hereunder.

26.2 **Consent/Estoppel Certificate.** At the request of a Party, or a Finance Party, the non-requesting Party or Parties shall within ten (10) business days of such request execute, acknowledge and deliver to the requesting Party or Finance Party, as applicable, a usual and customary Consent/Estoppel Certificate which may include among other things the following declarations: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Tenant's monetary obligations hereunder have been paid in advance; (iii) whether, to the declaring Party's knowledge, either Party is or is not then in Default hereunder and/or if any actions have been commenced or notices sent for the purpose of terminating, cancelling or surrendering the Lease; (iv) whether, to the declaring Party's knowledge, any past Defaults have been fully cured; (v) whether the declaring Party has received any written notice from any governmental authority with respect to condemnation or if the declaring Party has any knowledge of any threatened condemnation; (vi) matters typically required by owners for the issuance of a title insurance policy, including ownership of the Improvements; and (vii) such other matters as may be reasonably requested.

27. **Protection of Finance Party.** Any Mortgagee of any interest of Tenant hereunder shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, and any financier making direct or indirect equity investments in Tenant shall, for so long as that investment continues, be entitled to the following protections.

27.1 **No Amendment.** Landlord shall not agree to any material amendment, mutual termination or modification or accept any surrender of the Lease, nor shall any such amendment,

termination, modification or surrender be effective, without the written consent of each Finance Party.

27.2 **Notice of Default.** Landlord shall have no right to terminate the Lease due to Default by Tenant unless and until Landlord shall first have sent to a Finance Party that requested a copy of notice of Default under **Section 21 (Default)** and thereafter afforded such Finance Party an opportunity to cure such Default within the period specified in **Section 21 (Default)** plus an additional 30 days, and all Finance Parties shall have failed to effect the cure of such Default within the period specified in **Section 21 (Default)** plus such additional 30 days.

27.3 **Right to Perform.** Any Finance Party shall have the right at any time to pay any Rent due hereunder and to perform or cause to be performed any other obligation of Tenant at or within the time such payment or performance is required under the Lease or within 30 days thereafter.

27.4 **Right to Cure.** Any Finance Party shall be entitled to cure any Default under the Lease in the manner and on the same terms as granted to Tenant in **Section 21 (Default)**; provided, however that the time periods in **Section 21 (Default)** shall be deemed extended by 30 days for a Finance Party. Nothing in the Lease shall be construed to obligate a Finance Party to cure any Default or perform any obligation of Tenant. Time spent diligently foreclosing a Mortgage shall constitute time spent diligently curing any Default relating to any obligation that can only reasonably be performed by a party in possession of the Property.

27.5 **Right of Access.** Any Finance Party shall have a right to enter the Property during the Term to inspect the Property and the installations and Improvements and to avail itself of the protections in this **Section 27.5 (Right of Access)**. Within the 90-day period after receipt by any Finance Party of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the installations and Improvements from the Property), the Finance Party may remove the installations and Improvements from the Property if it pays Rent to Landlord in advance for that period at the rate applicable immediately prior to such termination of the Lease.

27.6 **No Merger.** In the event Tenant acquires fee ownership of the Property, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by the Lease with the fee without the prior written consent of all Finance Parties.

27.7 **Non-Disturbance Agreement.** After the Lease Date, Landlord may encumber Landlord's interest in the Lease or the Property by mortgage, deed of trust or other security instrument (a "**Landlord Mortgage**"); provided, however, that prior to executing any Landlord Mortgage on the Property, Landlord shall deliver to Tenant a Non-Disturbance Agreement (as defined below in this Section) from each mortgagee, beneficiary or holder thereof. Any Non-Disturbance Agreements obtained by Landlord pursuant to this **Section 27.7 (Non-Disturbance Agreement)** shall be in a form reasonably acceptable to Tenant and any Finance Party and shall be in a form that may be recorded following its execution. "**Non-Disturbance Agreement**" means an agreement between Tenant and each mortgagee, beneficiary or other holder of a Landlord

Mortgage that provides that the mortgagee, beneficiary or other holder of a Landlord Mortgage shall (i) be subject to Tenant's interest under this Agreement, (ii) agree not to disturb Tenant's possession or rights under this Agreement so long as Tenant is not in default under the Lease beyond applicable notice and cure periods, (iii) provide notice to Tenant and any Finance Party of defaults under the Landlord Mortgage, and (iv) disavow any interest in Tenant's personal property, equipment and installations and Improvements on the Property.

28. **Notice.**

28.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing; provided, however, that no writing other than the check or other instrument representing the Rent payment itself need accompany the payment of Rent.

28.2 **Delivery.** Notice, other than a notice to a Finance Party, is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or three (3) business days after deposit in the United States certified mail, return receipt requested, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Landlord: Roque P. Garcia

[Redacted]

Notice to Tenant: NM Solar 4000 LLC

% [Redacted]

With a copy to: Lightstar Operations LLC

% [Redacted]

28.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another person or to a different address. Notices given before actual receipt of notice of change shall not be invalidated by the change.

28.4 **Notices to a Finance Party.** To be effective, notices to a Finance Party must be given in the manner specified in Section 28.2 (Delivery) and be addressed to the last address of the Finance Party received by the sender pursuant to Section 27 (Protection of Finance Party).

29. **Landlord's Representations and Covenants.** Landlord covenants, warrants and represents to Tenant that: (a) the person(s) executing this Agreement is/are the sole owner of and holds marketable fee simple title to, and all rights with respect to solar energy and sunlight on and over, the Property; (b) Landlord has the unrestricted right and authority to enter into and consummate this Agreement; (c) to the best of Landlord's knowledge, there are not and have not previously been any hazardous substances or storage tanks on or about the Property; (d) to the best of Landlord's knowledge, there are not any dangerous defects or unsafe conditions on the Property; and (e) Landlord is not a party to, and to Landlord's knowledge there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, action or investigations of any kind against Landlord or the Property.

30. **Expenses of Enforcement.** If any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party reimbursement for all reasonable expenses and costs, including, without limitation, all reasonable attorneys' fees incurred in connection with the action or proceeding, including such fees incurred due to any appeal. If, through no fault of Landlord, Landlord is named a party to any litigation between Tenant and a Finance Party, Tenant shall reimburse Landlord for Landlord's reasonable expenses and costs related thereto, including, without limitation, all reasonable attorneys' fees incurred in connection with the action or proceeding, including such fees incurred due to any appeal.

31. **Further Assurances.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof, including, without limitation, any documents reasonably requested by any Finance Party.

32. **Amendments.** Except as otherwise provided herein, this Agreement shall not be amended or modified in any way except by an instrument signed by Landlord and Tenant, or their authorized agents.

33. **Severability.** So long as Landlord is composed of more than one person or entity, the obligations of such persons or entities are joint and several. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby.

34. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico without regard to principles of conflicts of law.

35. **Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Agreement.

36. **Entire Agreement.** The Recitals above are incorporated herein. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all other prior writings, negotiations and understandings that may have taken place in the discussions and negotiations between these Parties and representatives regarding the subject matter and the preparation of this final Agreement.

37. **Effect of Termination.** Any termination of this Agreement pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

38. **Time of Essence.** Time is of the essence regarding each provision of this Agreement.

39. **Waiver.** No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

40. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and such counterparts together shall constitute one and the same instrument, notwithstanding that all parties have not signed the same counterpart. Further, delivery of a signed copy of this Agreement by facsimile, email or otherwise shall have the same force and effect as delivery of a signed original.

41. **Ownership of Improvements.** The installations and Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Property) and shall be and remain at all times the sole personal property of Tenant, subject to the rights of any Mortgagee, unless, in writing, agreed to be otherwise.

42. **Successors and Assigns.** This Agreement shall burden the Property and shall run with the land. Subject to the provisions of Sections 20 (Assignment) and 27 (Protection of Finance Party), this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

43. **Recording of Memorandum.** Concurrent with the execution of this Agreement, the Parties shall execute a memorandum of the Lease ("Memorandum of Lease") consistent with the requirements of New Mexico law, and the County Clerk's Office for Grant County. Tenant may, no sooner than the Lease Date, record, at its cost, the Memorandum of Lease in the County Clerk's Office for Grant County.

44. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Landlord and Tenant, other than the relationship of landlord and tenant.

45. **Brokerage Commissions.** Landlord and Tenant each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this

Agreement. Landlord and Tenant shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

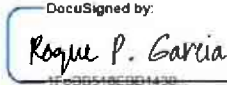

46. **Use Agreement.** Landlord covenants that there are no grazing, farming, hunting, trail riding, recreational or other similar leases, licenses or use agreements, whether written or oral, affecting the Property. Landlord agrees that, during the term of this Agreement, Landlord shall not enter into any grazing, farming, hunting, trail riding, recreational or other similar leases, licenses or use agreements, whether written or oral, which affect the Property.

47. **Interpretation of this Agreement.** In construing this Agreement, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, (c) the words "include" and "including" shall not be interpreted as being limiting, and (d) the term "**Business Day**" means a day other than a Saturday, Sunday or another day on which federal banks in the City of Las Cruces, New Mexico, are authorized by law to not be open for business. Terms that are capitalized in this Agreement shall have the meaning assigned to them in a parenthetical in this Agreement or in this Section. Defined terms shall have the same meaning whether expressed in singular or plural form. Unless otherwise indicated, all references in this Agreement to "Sections" refer to sections of this Agreement, and all references in this Agreement to "Exhibits" are to exhibits attached to this Agreement, each of which is made a part hereof for all purposes. If any deadline or date set for performance under this Agreement falls on a day other than a Business Day, the deadline or date for performance shall automatically be extended to the next Business Day. When computing any period specified in this Agreement, the day of the event that triggers the period shall be excluded.

48. **Warranty of Authority.** Tenant represents and warrants to Landlord that Tenant is authorized to enter into this Agreement, that the person signing on Tenant's behalf is duly authorized to sign this Agreement, and that no other signature is necessary. The person signing this Agreement on behalf of Tenant individually represents and warrants to Landlord that he or she has the express authority of Tenant to sign and deliver this Agreement on Tenant's behalf. If Tenant is not obligated to comply with this Agreement because the person signing on its behalf does not have the authority to sign and deliver this Agreement on its behalf, then such person shall indemnify Landlord for any and all losses and expenses (including reasonable attorney fees) it incurs as a result thereof.

{signatures on following page}

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

<p>LANDLORD: <u>3/23/2022</u></p> <p>By:  _____ Print: <u>Roque P. Garcia</u></p>	<p>TENANT:</p> <p>By:  _____</p> <p>Print: <u>Tom Brown</u></p> <p>Title: <u>COO</u></p>
--	--

**EXHIBIT A
TO OPTION AND GROUND LEASE FOR SOLAR ENERGY SYSTEM**

DESCRIPTION OF THE PROPERTY

Project Address: Rapp Canyon Rd, Bayard NM 88023

TAX ID: 3073103262166, 3073103190022, 3073103130023, 3073103068005, 3073103070088,
3073102012513, 3072103516010, 3072103493041, 3072103490135, 3073103013196,
3073103041142, 3073103122231, 3073103151214,

D.B. 229/6256 Instrument #199104063

Quarter: SW S: 31 T: 17S R: 12W Quarter: SE S: 36 T: 17S R: 13W Quarter: NE S: 01 T: 18S
R: 13W

Name	Shape Type	Number of Points	Area (Acres)	Perimeter/Length (Miles)	Centroid/Mid-Point (Degrees)	Bounding Box Maximum (Degrees)	Bounding Box Minimum (Degrees)
Lease Area	Polygon	25	184	3.4	32.7764313°, -108.1345987°	32.7803475°, -108.1281840°	32.7716789°, -108.1430746°

The Property according to the approximate outlay (boundaries of each parcel of the Property is defined by the yellow lines and the boundary of the Property is the defined by the red line):

