

MEMORANDUM OF UNDERSTANDING
by and between
WIDEFIELD SCHOOL DISTRICT 3
and
MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into and effective this 18th day of June, 2026 (the "Effective Date") between **THE WIDEFIELD SCHOOL DISTRICT 3**, a Colorado public school district ("District") and **MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.**, a Colorado corporation ("MVEA") or collectively referred to as ("Parties"), or individually as ("Party").

WHEREAS, MVEA is an electric distribution utility and presently serves the District's property described as Tract J Pioneer Landing at Lorson Ranch Filing No. 2, County of El Paso, State of Colorado, also known as 11060 Fontaine Blvd ("Grand Mountain School"); and

WHEREAS, MVEA has electric distribution lines and facilities at the Grand Mountain School, including energized underground electric lines used to serve the Grand Mountain School; and

WHEREAS, the District desires to place and has sought approval from El Paso County to place a modular building at the Grand Mountain School and has proposed a placement over MVEA's existing underground electric line; and

WHEREAS, MVEA has submitted a comment to El Paso County opposing the proposed placement of the modular building at Grand Mountain School due to MVEA's concerns about its continued ability to operate and maintain its electric line; and

WHEREAS, the District and MVEA have agreed that MVEA will withdraw said comment upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals, which are incorporated herein as in support of the MOU, and the mutual covenants set forth herein, the Parties agree as follows:

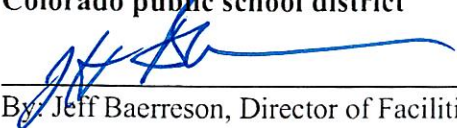
1. MVEA shall withdraw its comment with El Paso County opposing the District's proposed placement of the modular building at Grand Mountain School.
2. The District shall grant MVEA the easement or easements necessary for MVEA, in MVEA's reasonable discretion, to relocate MVEA's underground line presently located at the proposed modular building location.
3. The District shall pay all costs of relocating MVEA's existing underground line to the location of the new easement contemplated herein. The District and MVEA shall work diligently to complete the relocation of the underground line within 12 months of the date of this MOU.
4. The District acknowledges that MVEA's existing line will remain energized until

its relocation contemplated herein is complete and shall release MVEA from any and all liability in connection with the placement of the modular building on MVEA's current underground line.

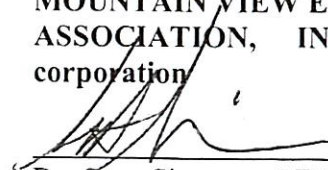
5. Each Party represents and warrants to the other that each of the persons executing this MOU and other documents required in connection therewith on such Party's behalf is duly authorized to do so, and that it has full right and authority to enter into this MOU and to consummate the transactions described herein.
6. This MOU shall be governed by, and construed according to, the laws of the State of Colorado.
7. In case any one or more of the provisions in this MOU shall for any reason be held to be unconstitutional, invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this MOU shall be construed as if such unconstitutional, invalid, illegal, or unenforceable provisions had never been contained herein unless enforcement of this MOU would be inequitable.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

**WIDEFIELD SCHOOL DISTRICT 3, a
Colorado public school district**


By: Jeff Baerreson, Director of Facilities

**MOUNTAIN VIEW ELECTRIC
ASSOCIATION, INC., a Colorado
corporation**


By: Scott Simmons, VP Technical Services