

**L I C E N S E**  
TSL- 3706-210817

THIS LICENSE is dated October 26, 2021 between TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation with offices at 1100 West 116<sup>th</sup> Avenue, Westminster, Colorado, 80234 (“Licensor” or “Tri-State”) and Pike Solar LLC, a Colorado limited liability company with offices at 1710 29<sup>th</sup> Street, Suite 1068, Boulder, Colorado 80301 (“Licensee”).

WHEREAS, Licensor owns an electric transmission line easement in Section 11 and 26, Township 16 South, Range 65 West El Paso County, State of Colorado (the “Easement”); and

WHEREAS, Licensee has requested permission to construct, operate, maintain and repair four separate 34.5kV distribution lines, Two Fiber Optic Lines, buried a minimum of 2 to 3 feet deep, each spaced 6 feet apart, Gravel Road 20 feet wide and a Gravel Road 16 feet wide (the “Facilities”), which will cross in three separate locations: 1) approximately 273 feet south of structure 128 and approximately 407 feet north of structure 129, 2) approximately 449 feet south of structure 143 and approximately 351 feet north of structure 144, 3) Gravel Road 16 feet wide approximately 26 feet south of structure 146 of Licensor Lorson Ranch – Rancho 115kV transmission line.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor grants to Licensee a license (the “License”) to locate Licensee’s Facilities on a portion of the Easement as described on the attached Exhibit A, subject to the following terms and conditions:

1. Licensee, its employees, contractors and agents may use the License for the purpose of crossing the Easement area with the Facilities and for no other purpose. Licensee may not assign or sublet the License or its rights under it to any third party.
2. The Facilities must be constructed as shown on the attached Exhibit A. No future change of the Facilities or related drawings will be made by Licensee without Licensor’s prior written approval. Licensee shall mail any “As-Built Exhibit A” Facilities drawing to Licensor’s Transmission Land Rights and Permitting Department, P.O. Box 33695, Denver, Colorado 80233.
3. Licensee understands and agrees that the License merely allows permission for Licensee to cross the Easement area with the Facilities; however, Licensee should obtain appropriate land rights from the fee owners of the subject property that give Licensee the right to install and maintain the Facilities on the landowner’s land. In addition, Licensee agrees not to violate the terms of the Easement.

4. The following special conditions apply to the License:
  - 4.1. Licensee shall notify Tri-State's System Operations Outage Coordinator ("Coordinator") no less than Thirty (30) calendar days (the "Notification Time Frame") before performing any excavation or using any oversized equipment in the Easement area. The Coordinator can be contacted Monday – Friday, 7 AM – 4 PM at 303-254-3645 or TSGTOutage@tristatgt.org. If notification is sent to the Coordinator before 10 AM, then day one of the Notification Time Frame shall begin the same day; or if notification is sent to the Coordinator after 10 AM, then day one of the Notification Time Frame shall begin the following day. (This Notification Time Frame is necessary to allow Tri-State's Transmission System Operations Department time to review, evaluate and submit the system information to its balancing authorities and reliability coordinator and to allow time to have an observer/certified switchman at the worksite.)
  - 4.2. Licensee shall restrict construction equipment height under Licensor's transmission line to fourteen (14) feet.
  - 4.3. Licensee shall ensure that all workers who work within the Easement in proximity of energized lines are qualified. "Qualified" is defined in O.S.H.A. 29 CFR 1910.269, latest edition.
  - 4.4. The Facilities must be located a distance of at least twenty-five (25) feet from Licensor's transmission structure foundations (footers and guy anchors).
  - 4.5. If directed by Licensor (or designated representative of Licensor), Licensee shall provide shoring or other supportive devices to protect the foundation of the Licensor's structures (footers or guy anchors or both) at Licensee's expense.
  - 4.6. Licensee shall keep the clearance between Licensee's conductor wires and Licensor's conductor wires to meet RUS standards per RUS Bulletin 1724E-200 and any related criteria stated therein as referenced on the internet at [https://www.rd.usda.gov/files/UEP\\_Bulletin\\_1724E-200.pdf](https://www.rd.usda.gov/files/UEP_Bulletin_1724E-200.pdf) (as updated).
5. The License is issued subject to any prior licenses, leases, easements or other land rights of records granted by Licensor to third parties.
6. Licensor may grant third parties rights to install pipes, conduits, ducts or other facilities in, on, under or along the Easement area.

7. After construction of the Facilities and thereafter, in the event of resettling, Licensee shall restore the surface of the Easement area by grading and compacting any irregularities and reclaim all disturbed areas. If Licensor determines, in its sole discretion, that Licensee's Facilities are obstructing Licensor's facilities in the Easement Area, or that Licensee's Facilities are hindering Licensor's ability to operate and utilize its own facilities and equipment, Licensee shall, at its expense, relocate or remove the Facilities at Licensor's request. Notwithstanding the preceding sentence, if Licensor reasonably requires Facilities that have been specifically and accurately depicted on Exhibit B to be relocated or removed pursuant to this Section 7, then Licensor will share one half of the cost of such relocation or removal and agrees to work in good faith with Licensee to find a mutually agreeable alternative location and configuration for Licensee's Facilities.
8. Unless extended by the parties, Licensee has 365 days from the date of this License to initiate and complete construction of the Facilities. Should Licensee fail to do so, or should Licensee fail to obtain an extension of time for construction from Licensor, Licensor may declare this License terminated upon 30 days written notice. In such event, Licensee shall remove the Facilities pursuant to paragraph 12 below.
9. Licensee shall in no way damage Licensor's facilities, and if such damage occurs, Licensee shall take immediate steps to correct the condition and compensate Licensor for any resulting damage. Should Licensee fail to so correct and compensate, Licensor may declare this License terminated upon 30 days written notice to Licensee.
10. Licensee shall indemnify and hold harmless Licensor against all third-party claims and liability for damages, losses or expenses, including reasonable attorneys' fees, for injury or death to any person or damage to property, if the same is in any way connected with or results from Licensee's activities under this License, unless created and caused by Licensor's sole negligence. Should Licensee install underground facilities, Licensee shall also hold harmless Licensor and release Licensor from any and all effects upon or damage to Licensee's pipeline and other facilities relating to their placement within Tri-State's Easement Area or otherwise in close proximity to Licensor's electric transmission line. Licensee is solely responsible, at its sole cost and expense, for designing its facilities to be compatible with Licensor's high-voltage transmission line facilities and with the use of heavy vehicles and equipment within the Easement Area.
11. Licensee warrants that as of the date of this License, there are no liens or claims against any property that Licensee intends to install pursuant to this License, and Licensee shall promptly resolve and remove any such encumbrance on the Easement that may arise after the date of this License that is caused by Licensee's activities under this License.

12. If Licensee abandons the Facilities in the Easement area, or if Licensee breaches the terms of this License, the permission and right herein granted shall terminate, except in the case of breach Licensor will first notify Licensee and give Licensee 30 days to cure the breach or such longer period of time as may reasonably be required to cure such default (provided such period shall not exceed 90 days). If Licensee does not cure the breach, Licensor may thereafter terminate this License. Upon termination, Licensor will provide written notice requiring Licensee to promptly remove the Facilities. If Licensee fails to promptly remove the Facilities, Licensor may remove the Facilities at Licensee's expense. Licensor may offset such costs against any amounts owed by it to Licensee.
13. Licensee is aware that electric conductors on and above the Easement area are not insulated and conduct and transmit electric current. Licensee shall inform its employees, agents, contractors and other persons who enter upon the Easement area of the dangers involved.
14. Any notices required by this License shall be hand delivered or sent via US Mail or overnight service with signature required upon receipt and will be deemed received upon hand delivery or delivery signature. Notices sent to Licensor via US Mail, Federal Express, UPS or hand delivery shall be sent to 1100 West 116<sup>th</sup> Avenue, Westminster, CO 80234. Notices to Licensee must be delivered to 1709 29<sup>th</sup> Street, Suite 1068, Boulder, Colorado 80301.
15. This License is governed by Colorado law without regard to its conflict of laws rules. This License may be modified only by a writing signed by both parties. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or a waiver of the provision itself. If any provision of this License is held invalid and unenforceable by a court of competent jurisdiction, the remainder of this License will remain in full force and effect. The rights and remedies provided in this License are cumulative, and no one of them shall be exclusive of any other right or remedy allowed by law or equity.
16. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same License. The counterparts of this License may be executed and delivered by email or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (Licensor)

By:   
Steve Gray (Oct 26, 2021 09:45 MDT)  
Name: H. Steven Gray  
Title: Senior Manager, Transmission Land Rights and Permitting

PIKE SOLAR LLC (Licensee)

By:   
Name: Michael J. Martin  
Title: President







