

MEMORANDUM OF UNDERSTANDING
by and between
YMAJOHN RANCH, LLC, and CONI JO FISHER TRUST
and
MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into and effective this ____ day of September, 2026 (the "Effective Date") between **YMAJOHN RANCH, LLC, and the CONI JO FISHER TRUST**, (collectively, the "Property Owners") 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 with service territory in El Paso County, Colorado;

WHEREAS, the Property Owners, through N.E.S., Inc., have requested that El Paso County (the "County") vacate a portion of the County's right of way alongside portion of Vollmer Road and Atwood Drive (the "Vacation Application");

WHEREAS, MVEA presently has electric facilities in the area that the Property Owners seek to have vacated and has submitted;

WHEREAS, MVEA has submitted a comment to El Paso County opposing the requested vacation due to the existence of its electric facilities within the area proposed to be vacated;

WHEREAS, if the Vacation Application is granted, MVEA will need to secure from the Property Owners certain property rights for its electric facilities;

WHEREAS, to induce MVEA to consent to the Vacation Application, the Property Owners have agreed that, if the Vacation Application is granted, they will grant MVEA the Grants of Right of Way appended hereto as Exhibits A and B and incorporated by reference,

WHEREAS, the Property Owners 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. Upon the mutual execution of this MOU, MVEA shall withdraw its comment with El Paso County opposing the Vacation Application.
2. If the Vacation Application is granted, the Property Owners shall immediately execute their corresponding Grants of Right of Way appended hereto as Exhibits A, and B, along with statements of authority reasonably required by MVEA, and deliver those to MVEA for recording in the El Paso County real estate records.
3. 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.

4. This MOU shall be governed by, and construed according to, the laws of the State of Colorado.
5. The parties agree that money damages may not be an adequate remedy to cure a breach of this MOU and that parties shall have the right to specific performance or injunctive relief to cure a breach of this MOU.
6. In the event of any litigation arising out of this MOU, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
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.

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

By: _____

YMAJOHN RANCH, LLC

YMAJOHN RANCH LLC.

By: JOHN AMEN, as MANAGER

CONI JO FISHER TRUST

Coni Jo Fisher

By: Coni Jo Fisher as Trustee