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&
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TEMPORARY EASEMENT AGREEMENT

~~8th~~ This TEMPORARY EASEMENT AGREEMENT (this "Agreement") is entered into this day May, 2019 (the "Execution Date"), by and between **WOODMOOR WATER AND SANITATION DISTRICT NO. 1**, a political subdivision of the State of Colorado, whose address is 1845 Woodmoor Drive, Monument, Colorado 80132 ("District" or "Grantor") and **PALMER SOLAR, LLC**, a Delaware corporation, whose address is c/o Duke Energy Renewables Solar, LLC, 550 South Caldwell Street, NASCAR Plaza, Charlotte, North Carolina 28202 ("Palmer" or "Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Grantor is the owner of that certain real property located in El Paso County, Colorado, which real property is generally shown on Exhibit X attached hereto and incorporated herein by this reference (the "Property").
- B. Grantee and Grantor entered into that certain Solar Energy Ground Lease (the "Lease") under which Grantee has rights associated with the development and use of solar energy found on, about, above, over, through and across portions of the Property ("Leased Areas"), together with such other rights as described therein, including certain rights inuring to it under the licenses granted thereunder (the "Licenses").
- C. In connection with obtaining financing for and furthering the purposes for which Grantee intends to use the Leased Areas, Grantee has requested certain amendments to the Lease, including that Grantor convert the Licenses to easements, temporary in nature, the terms of which are to run with and expire upon the expiration or earlier termination of, if earlier terminated, the Lease; and
- D. More specifically, Grantee has requested that Grantor provide Grantee with (i) a temporary non-exclusive easement over, across, under and through portions of the Property described as "EA-1", "EA-2" and "EA-3", respectively, as generally shown on Exhibit X and legally described on Exhibit Y (the "Temporary Transmission Easement Area") for transmission facility-related purposes more specifically described herein (the "Temporary Transmission Easement"), and (ii) a temporary non-exclusive easement over

and across a portion of the Property described as "EA-1", and "EA-2", respectively as generally shown on Exhibit X and legally described on Exhibit Y (the "Temporary Access Easement Area") for access between the "Leased Areas" shown in Exhibit X and more specifically described herein (the "Temporary Access Easement").

- E. Subject to the terms and conditions of that certain Amended and Restated Solar Energy Ground Lease between the Parties and dated MAY 8, 2019 (the "Amended Lease"), Grantor has agreed to amend the Temporary Transmission Easement as described in Section 2 below and (b) the Temporary Access Easement as described in Section 3 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties and subject to the terms and conditions hereof, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and incorporated herein.
2. **Grant of Temporary Transmission Easement.**
 - a. As of the Execution Date, subject to the terms and conditions hereof, Grantor hereby grants to and for the benefit of Grantee, for its use and the use of its employees, agents, contractors and subcontractors, a temporary, nonexclusive limited easement over the Temporary Transmission Easement Area for the express and sole purpose of construction, installation, operation, use, maintenance, repair, replacement, and enlargement of the following, in relation to the development of the Solar Energy, as Grantee determines necessary or desirable in connection with the Energy Facilities: (a) Monitoring Equipment; (b) Transmission Facilities (as defined below) and other facilities for the storage, collection, distribution, step-up, step-down, wheeling, transportation and sale of Solar Energy and for communications in connection with the Solar Energy Systems and other Energy Facilities; (c) any other improvements, fixtures, facilities, appliances, machinery and equipment (whether short or long term) related to or associated with any of the Monitoring Equipment; and As used herein, the term "**Transmission Facilities**" shall mean: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; utility lines and installations, cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment, provided that the Transmission Facilities' location shall be subject to relocation and modification and the Temporary Transmission Easement Area, or any portion thereof, shall be subject to relocation

and reconfiguration as described in Section 7 (the "Temporary Transmission Easement"). In the event Grantee installs any overhead lines in areas crossing any existing roads and routes that are shown and labeled as "**Restricted Height Areas**" in Exhibit X, it shall install them at a height of not less than twenty (20) feet from the surface of the ground.

- b. **Construction Water Facilities.** Grantee may install or construct and use above ground or below ground water transmission pipelines and ancillary facilities such as valves, fire hydrants, standpipes and air/vac release valves/vaults ("Construction Water Facilities") within the Temporary Transmission Easement Area provided such pipelines or facilities do not interfere with Grantor's access in, through, to and over the Temporary Transmission Easement Area or any portion thereof for Grantor's purposes, including but not limited to access, ingress, egress and revegetation activities on revegetation areas generally shown on Exhibit X. Grantee is not permitted to install, construct or use any pits, ponds, or earthen storage facilities for water for construction purposes. Grantee shall coordinate with Grantor for the purpose of developing and shall develop a Construction Water Facilities plan, which is subject to Grantor's written approval prior to installation, construction or use of same, such approval not to be unreasonably withheld. Grantee shall remove the Construction Water Facilities and dispose of them offsite prior to May 24, 2021, unless agreed upon otherwise in writing.
3. **Grant of Temporary Access Easement.** As of the Execution Date, subject to the terms and conditions hereof, Grantor hereby grants to and for the benefit of Grantee, for its use and the use of its employees, agents, contractors and subcontractors, a temporary, nonexclusive limited easement for the construction, reconstruction, alteration and maintenance of access ways, roadways, and drive lanes (the "Access Improvements") and the right of access over the Temporary Access Area for the express and sole purpose of access between the "Leased Areas" shown in Exhibit X, provided that the Temporary Access Easement Area, or any portion thereof, shall be subject to relocation and reconfiguration as described in Section 7 (the "Temporary Access Easement").

The Temporary Transmission Easement Area and the Temporary Access Easement Area are sometimes collectively referred to herein as the "Easement Areas".

The Temporary Transmission Easement and the Temporary Access Easement are sometimes collectively referred to herein as the "Easements". Grantee's employees, agents, contractors, and subcontractors having access to the Easements are sometimes collectively referred to as "Grantee's Permittees."

4. **Term.** The term of this Agreement shall begin on the date the Grantor signs this Agreement and extend through expiration or earlier termination of the Amended Lease.
5. **Costs and Expenses.** Grantee hereby acknowledges and agrees that all costs and expenses incurred in connection with construction, installation, operation, maintenance, repair, removal and replacement of the Transmission Facilities or Access Improvements

shall be paid by Grantee, and any damage to the Property related in any way to the construction of the Transmission Facilities or Access Improvements shall be repaired and replaced by Grantee at its sole cost and expense no later than twenty-one (21) days following completion of construction of the Transmission Facilities. In addition, within twenty-one (21) days following completion of construction of the Transmission Facilities or Access Improvements or other improvements, Grantee shall repair (at Grantee's sole cost and expense, and to a condition substantially equal to or better than the condition as of the date first written above), those portions of the Property within the Easement Areas that are damaged due to construction activities.

6. **Maintenance, Repair, Replacement, Removal and Costs.**

- a. From and after the Execution Date, Grantee shall, at no cost to Grantor, keep and maintain the Easement Areas in reasonably good, orderly, clean, safe and sanitary repair and condition, and shall perform all necessary maintenance and perform all repairs, replacements or removals necessary to accomplish the same, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Grantor has no maintenance responsibilities whatsoever for the Easement Areas.
- b. In the event Grantee fails to perform maintenance, repair, and removals, or fails to comply with the Restricted Height Areas limitations, as required by this Agreement, Grantor may give written notice (the "Repair Notice") to Grantee specifying the required repairs and maintenance (the "Noticed Repairs"), after which Grantee shall have ten (10) business days to commence the Noticed Repairs. Grantee shall diligently pursue performance of the Noticed Repairs. Without limiting the generality of the previous sentences of this Section 6(b), Grantee expressly agrees to remove any graffiti or other vandalism of the Transmission Facilities within five (5) business days following the delivery of written notice of same from Grantor.

7. **Future Relocation.** In the event the Grantor desires to expand Callahan reservoir or construct any water treatment facilities, pump stations, transmission, pipelines and/or associated facilities or appurtenances, Grantor will give written notice to Grantee of a place and time to meet and confer in good faith with Grantee regarding whether: (1) such expansion or construction will necessitate removal, adjustment or relocation of either or both of the Easements or any portions thereof together with any Transmission Facilities, Access Improvements or other improvements located in, on, through, over or under the Easement Areas; and (2) there exists a location elsewhere on the Property to effect any such adjustment or relocation of the Easements (the "New Location"). If after conferring with Grantee, Grantor determines, in its reasonable discretion, that relocation, adjustment or removal is necessary, Grantor will give Grantee written notice thereof, and Grantee shall deliver duly executed and authorized instruments vacating the existing Easements and effect such removal, adjustment or relocation to the New Location of the Easements, including delivering surveyed legal descriptions of same, together with any Transmission Facilities, Access Improvements or other improvements located in, on, through, over or under the Easement Areas, and do so at no cost to Grantor, within one year of the date that Grantor gives Grantee written notice.

8. **Surface Waiver.** Grantor may be the mineral interest holder of one hundred percent (100%) or less of the interests in the Easement Areas. To the extent Grantor holds any such interest, Grantor waives and releases, on behalf of Grantor and Grantor's heirs, successors, and assigns, the right to enter upon the surface of the Easement Areas for purposes of exploring for, developing and/or producing the oil, gas and/or other minerals in and under, and that may be produced from, the Easement Areas, or any other purpose incident thereto.
9. **Obligations of Grantee.** Grantee covenants and warrants:
- a. Grantee shall maintain, or cause to be maintained, the Property free and clear of any and all liens for work contracted by, through or on behalf of Grantee, its successors, employees, agents, contractors, subcontractors, and assigns, at no cost or expense to Grantor.
 - b. Grantee shall require its contractors, prior to construction activities on the Property, to provide proof of insurance required by Section 14 hereof.
 - c. At such time and in the event that the Easements described herein shall be formally abandoned by Grantee, as evidenced by Grantee sending written notice to Grantor of its intent to abandon the Easements, such Easements shall terminate and the interest represented by such Easements shall revert to Grantor, or its successors and assigns. Grantee shall provide a document in recordable form to Grantor acknowledging such abandonment, failing which, Grantor shall be entitled to record an affidavit in the real property records of El Paso County, Colorado confirming that the Improvements have been removed to the extent that such removal is the case and the Property is no longer subject to the Easements. In the event of such abandonment, Grantee shall be responsible, at Grantee's sole cost and expense, for removing any Improvements located on the Easement Areas, to the extent requested by Grantor, and returning the Property to the same condition it was in or better as of the Execution Date of this agreement.
 - d. Upon completion of the construction activities on the Easement Areas, or in the event it is necessary to remove, reconstruct or replace the Transmission Facilities, Access Improvements or other improvements located in, on, through, over or under the Easement Areas, Grantee shall restore the Easement Areas to substantially the same or better condition than the condition the Easement Areas were in immediately prior to the initiation of such construction, removal, reconstruction, or replacement.
 - e. Grantee shall obtain all necessary permits and approvals for the construction of the Transmission Facilities, Access Improvements or other improvements, and the Transmission Facilities, Access Improvements and other improvements shall be constructed and maintained in accordance with the Amended Lease, all laws, codes, rules and regulations applicable thereto.

- f. Prior to the end of the term, and in accordance with the terms and conditions of the Amended Lease, Grantee shall, at no cost to Grantor, (1) dismantle and remove all Transmission Facilities owned or installed by Grantee or its affiliates on the Temporary Transmission Easement Area (provided that all footings and foundations shall only be removed to a depth of three (3) feet below the surface of the ground and shall be covered with soil), within eighteen (18) months after the date of such expiration or earlier termination; (2) dismantle and remove all Access Improvements installed by Grantee or its affiliates on the Temporary Access Easement Area; 3) perform such cleanup, remediation, removal, and restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water or surface water on or under the Property caused or permitted by Grantee and in order to return the Easement Areas to the condition existing prior to the introduction of any such Hazardous Material to the Easement Areas; provided that Grantor's approval of such actions shall first be obtained; (4) reseed and re-establish perennial grass cover of like type and density to that existing in the areas adjacent to the Temporary Easement Areas; (5) regrade the Property to eliminate the need for any detention basin/BMPs and remove any detention basin/BMPs; and (6) deliver to Grantor a duly authorized and executed instrument, satisfactory to Grantor, vacating the Easements and provide such other documentation Grantor shall require in connection with terminating the Easements and removing all other encumbrances against the Property related to Grantee's or Grantee's Permittees' activities on the Property.

10. Reserved Use of Easement Area. Grantor reserves the right of ownership, use and occupancy of the Easement Areas located on its Property, subject to the Easements and certain maintenance (such as the unqualified right of ingress and egress in, to, through, over, under or across the Easement Areas), and the right of Grantor to make additions or improvements to the Property in its sole discretion and in connection therewith or otherwise to modify and/or relocate the Easement Areas in accordance with the terms Section 7 of this Agreement. The rights of Grantee hereunder are limited as described herein and non-exclusive, and Grantor shall have the full and exclusive right and authority to grant other easements or rights to use the Easement Areas located on the Property, subject to the Easements.

11. Notwithstanding any other provision in this Agreement to the contrary, Grantor has the right to engage a third party independent contractor to perform, or cause to be performed, aerial spraying on lands near and/or adjacent to the Easement Areas, and overfly the Easement Areas, even at very low altitudes, as needed (the "Aerial Spraying"). Grantee acknowledges that the Grantor does not conduct any Aerial Spraying and that Aerial Spraying is conducted by a third party independent contractor typically retained by another third party. Grantor will endeavor to provide advance notice to Grantee prior to the commencement of Aerial Spraying, except that failure to provide notice shall not give rise to or impose any liability on Grantor for any injuries or damages associated with the Aerial Spraying. Grantor shall not be liable for injury or damage whatsoever, including but not limited to injury or damage that may be sustained by any person, or the facilities, operations, improvements, or property of Grantee, its employees, invitees, contractors, or

customers or any person in or about the Easement Areas and/or other areas of the Property, caused by or resulting from such Aerial Spraying. Without limiting the foregoing disclaimer, Grantee and any successor-in-interest to Grantee, expressly reserves all rights against any person or entity performing the Aerial Spraying for damages or losses sustained by Grantee or such successor-in-interest to Grantee as a result of the Aerial Spraying.

12. **Assumption of Risk/As Is.** Grantee and the Grantee's Permittees shall enter onto the Easement Areas and utilize the Easements granted hereunder at their own risk and they further ASSUME ALL RISKS related to the same. Grantor shall have no liability to Grantee or the Grantee's Permittees for any claims, losses, injury (including personal injury and death), or damage to or loss of personal property related to or arising from entry onto the Easement Areas and use of the Easements by Grantee or the Grantee Permittees, and Grantor is hereby irrevocably and forever released from the same; provided that the foregoing release shall not apply with respect to personal injury to the Grantee Permittees which is solely caused by the willful misconduct of Grantor.

GRANTEE, FOR ITSELF AND GRANTEE'S PERMITTEES, GRANTEE'S SUCCESSORS AND ASSIGNS (COLLECTIVELY "THE RELEASING PARTIES"), HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS OFFICERS AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH THE RELEASING PARTIES NOW HAVE OR WHICH THE RELEASING PARTIES MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL, INCLUDING, WITHOUT LIMITATION, ASBESTOS, MOLD AND LEAD), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

Grantor makes no warranties of title regarding the Easements conveyed hereby.

13. **Default.** If any Party hereto breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof from the other Party hereto, or in case of an emergency as soon as is reasonably possible, the non-breaching Party shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance; provided, however, if the breaching

Party has commenced such cure within such thirty (30) day period and is diligently pursuing the cure, the breaching Party shall have a commercially reasonable period of time to complete the cure (not to exceed ninety (90) days). All such remedies, including those set forth in this Agreement, shall be cumulative.

14. **Hazardous Material.** Grantee shall not cause or permit any Hazardous Material to be brought upon, kept, or used on, in or about the Property by Grantee, its agents, employees, contractors, or invitees. If Grantee breaches the obligations stated in the preceding sentence or if the presence of Hazardous Material on the Property caused or permitted by Grantee results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which Grantee is legally liable to Grantor for damage resulting therefrom, then Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the property, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Grantor by Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water or surface water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Grantee results in any contamination of the Property, Grantee shall promptly take all actions at Grantee's sole cost and expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property. As used herein the term "Hazardous Material" means any hazardous substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601 et seq.) or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. § 6901 et seq.) or any regulations promulgated under RCRA; (3) any substance now or hereafter regulated by the Toxic Substances Control Act, as amended ("TSCA") (15 U.S.C. § 2601 et seq.) or any regulations promulgated under TSCA; (4) defined as a "hazardous substance" pursuant to Subchapter IX, Solid Waste Disposal Act ("SWDA") (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991 et seq.) or any regulations promulgated thereunder; (5) petroleum, petroleum by-products, gasoline, diesel fuel, or other petroleum hydrocarbons; (6) asbestos and asbestos-containing material, in any form, whether friable or non-friable; (7) polychlorinated biphenyls; (8) lead and lead-containing materials; or (9) any additional substance, material or waste (A) the presence of which on or about the Property (i) requires reporting, investigation or remediation under any Environmental Laws (as hereinafter defined), (ii) causes or threatens to cause a nuisance

on the Property or any adjacent area or property or poses or threatens to pose a hazard to the health or safety of persons on the Property or any adjacent area or property, or (iii) which, if it emanated or migrated from the Easement Areas, or the Energy Facilities, could constitute a trespass, or (B) which is now or is hereafter classified or considered to be hazardous or toxic under any Environmental Laws. As used in this Lease, the term "**Environmental Laws**" shall mean and include (1) CERCLA, RCRA, TSCA, SWDA; and (2) any other Laws now or hereinafter in effect relating to (I) pollution, (II) the protection or regulation of human health, natural resources or the environment, (III) the treatment, storage or disposal of Hazardous Materials, or (IV) the emission, discharge, release or threatened release of Hazardous Materials into the environment.

15. Insurance; Indemnification.

15.1 Required Insurance. Grantee shall acquire and maintain in full force and effect, during the entire term of this Temporary Easement Agreement, and at any time thereafter necessary to protect Grantor, its directors, officials, employees from claims that arise out of or result from the operations under this Temporary Easement Agreement by Grantee or by a Grantee's contractor, subcontractor, supplier or anyone acting on their behalf or for which they may be liable, the coverages set forth below and in the amounts set forth below. Grantee's failure to comply with the requirements of this Section 15 shall be a material breach of this Temporary Easement Agreement. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than B+ or as otherwise accepted by Grantor. Grantee's insurance shall provide that the insurer will give Grantor thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 15.1.

- (a) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to any work to be performed in connection with the Solar Development Operations;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Grantee's employees;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Grantee's employees;
- (d) Claims for damages insured by usual personal injury liability coverage;
- (e) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (f) Claims for bodily injury or property damage arising out of completed operations in connection with the Solar Development Operations.

15.2 Minimum Insurance Coverage.

15.2.1 Workers' compensation insurance in accordance with Law, including employers' liability with minimum limits of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease each employee;

15.2.2 Commercial General Liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$4,000,000 general aggregate. Coverage shall be on an ISO 2013 Form (CG 0001 or equivalent), include all major divisions of coverage:

- (i) Premises and operations;
- (ii) Personal injury liability;
- (iii) Contractual;
- (iv) Property damage;
- (v) Products and completed operations;
- (vi) Independent Grantees cover
- (vii) Explosion, collapse and underground; and
- (viii) Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

15.2.3 Business Automobile Liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the Grantee project site.

15.2.4 Grantee's Pollution Liability Policy with minimum limits of \$2,000,000.

15.2.5 Casualty insurance covering all (a) improvements in, on or to the Easement Areas (including the Energy Facilities) and (b) trade fixtures, and other personal property from time to time in, on, under, across or upon the Easement Areas and/or other areas on the Property in an amount of not less than ninety percent (90%) of their actual replacement cost from time to time during the Term, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism, and malicious mischief, including cost of debris removal and dismantling and removal.

15.2.6 In addition, Grantee shall provide umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability and Worker's Compensation insurance above, with minimum limits of \$2,000,000 each occurrence and \$2,000,000 annual aggregate (where applicable in the underlying). Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including Grantor as an additional insured, Business Automobile Liability and Workers Compensation Insurance and shall expressly provide that the

umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance. The umbrella or excess policy shall also be primary insurance to Grantor (including primary insurance to Grantor's own Commercial General Liability and Umbrella Policies) and Grantee's umbrella insurer agrees not to seek contribution from Grantor's insurance.

15.2.7 Each policy shall waive any right of subrogation of the insureds as against Grantor or any Financing Entity. All coverage specified herein shall waive any right of subrogation against Grantor and its directors, officials and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, political subdivision, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder." Additional Insured Parties. All policies (with the exception of workers' compensation insurance) shall insure the interest of Grantor, and its respective directors, officials, employees and agents.

15.3 Certificates of Insurance. Prior to commencing any work under this Lease, the Grantee shall provide Grantor with a certificate or certificates evidencing the coverage identified on the face of the certificate with the Lease, the name of the Solar Development Operations project and a copy of the additional insured endorsement. If Grantee contracts any portion(s) of the work, such contractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance coverage, commercial general liability insurance coverage, and automobile liability insurance coverage, in amounts required herein and containing the "additional insured" and "cancellation" conditions found in this Section 15. If the coverage required expires during the term of this Lease, Grantee and its contractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

15.4 Additional Provisions

15.4.1 Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

15.4.1.1 For any claims related to Solar Development Operations or Grantee's or Grantee's contractors', employees', agent's, suppliers', or invitees' use, occupation, or work on, at or about the Easement Areas or other areas of the Property, Grantee's insurance coverage shall be primary insurance with respect to Grantor and its directors, officers and employees. Any insurance maintained by Grantor or its directors, officers and employees shall be in excess of the Grantee's insurance and shall not contribute to it.

15.4.1.2 Grantee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

- 15.4.2 **Failure to Comply with Reporting Provisions.** Any failure on the part of the Grantee to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Grantee to provide the required coverage to Grantor and its directors, officials, employees, agents, and Grantees.
- 15.4.3 **Claims-Made Policies.** If any policy is a claims-made policy, the policy shall provide Grantee the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. Grantee agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Grantee's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Lease. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Lease is executed by the Parties. If Grantee purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Lease is executed by the Parties.
- 15.4.4 **No Limitation on Other Obligations.** The procuring of required policies of insurance shall not be construed to limit Grantee's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Grantee shall be solely responsible for any deductible losses under the policy.
- 15.4.5 **Additional Risks and Hazards.** If Grantor requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, Grantee shall obtain such insurance, if available, in a form and for a cost approved by Grantor, and the cost thereof shall be charged to Grantor.
- 15.4.6 Grantee waives all rights against Grantor and any of Grantor's officers, employees, contractors and their sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Solar Development Operations or Energy Facilities. Grantee shall require of any contractors, subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.
- 15.4.7 A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. **Indemnification.** Grantee shall and does hereby indemnify, defend and hold harmless Grantor and Grantor's directors, officers, lenders, employees and agents and any Financing Entity as that term is defined below (each, a "**Grantor Indemnified Party**") against any and all claims of liability for any injury or damage to any person or property whatsoever (a) occurring in, on or about the Easement Areas and/or other areas of the Property or any part thereof; and (b) occurring in, on or about any facilities (including, without limitation, the Transmission Facilities and/or Access Improvements), when such injury or damage is caused in part or in whole by the act, negligence, fault, or omission of any duty with respect to the same by Grantee, its agents, contractors, employees, invitees, or customers. Grantee shall and does hereby further indemnify, hold harmless, and defend the Grantor Indemnified Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Grantee's part to be performed under the terms of this Lease, or arising from any act or negligence of Grantee, or any of its agents, contractors, employees, invitees, and customers, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against any Grantor Indemnified Party by reason of any such claim, Grantee, upon notice from Grantor, shall defend the same at Grantee's expense by counsel reasonably satisfactory to Grantor, provided, however, that Grantee's indemnification obligations shall not apply to damage or injury to the extent occasioned by the active negligence or intentional act of Grantor and its agents, or its employees unless covered by insurance Grantee is required to provide. Grantee, as a material part of the consideration to Grantor, hereby assumes all risk associated with the Aerial Spraying and assumes all risk of damage to property or injury to person in, upon or about the Easement Areas and/or other areas of the Property from any cause, except that caused by the negligence or intentional acts of Grantor and its employees. These indemnification obligations shall expressly survive the termination of this Temporary Easement Agreement.
17. **Remedies.** In the event any Party shall fail to comply with any of the provisions of this Agreement, the other Party shall have full power and authority to enforce its rights under this Agreement in any manner provided for by law or in equity, including but not limited to (a) an action for damages, and/or (b) an action for injunctive relief, whether to enjoin any violation or to specifically enforce the provisions of this Agreement. The prevailing Party (as determined by the court) in any action undertaken to enforce any provision of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.
18. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (ii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A Party's address may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorney for a Party has the authority to send notices on behalf of such Party.

To Grantor: Woodmoor Water and Sanitation District No. 1
c/o District Manager
P.O. Box 1407
Monument, Colorado 80132
Attention: Jessie Shaffer

With a simultaneous copy to: Norton & Smith, PC
1300 17th Street, Suite 500
Denver, Colorado 80202
Attention: Erin M. Smith, Esq.

To Grantee: Palmer Solar LLC
c/o Duke Energy Renewables Solar, LLC
550 South Caldwell Street
NASCAR Plaza
Charlotte, N.C. 28202
Attn: Janet M. Bridges, Vice President
Email: janet.bridges@duke-energy.com

With a simultaneous copy to: _____

Attention: _____

19. Miscellaneous.

- a. **Modification.** No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the Parties and designated as such a change.
- b. **Entire Agreement.** This Agreement constitutes and incorporates the entire agreement among the Parties concerning the subject matter of this Agreement and supersedes any prior agreements concerning the subject matter hereof.
- c. **Severability.** If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions be in any way affected or impaired in any other jurisdiction.

- d. Successors and Assigns. The terms, conditions, rights, benefits and obligations set forth in this Agreement (including, but not limited to, Grantee's representations, warranties, insurance obligations, indemnity obligations, and obligations related to the Repairs), shall bind and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be in the District Court for the County of El Paso or the federal district court in Denver, Colorado.
- f. Authorization. Each Party represents that it is authorized and empowered to execute this Agreement, and Grantee represents that all necessary district, quasi-governmental or governmental approvals have been obtained to authorize the execution and approve the content of this Agreement. Likewise, Grantor represents that all necessary company approvals have been obtained to authorize the execution and approve the content of this Agreement.
- g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by both Parties.
- h. Recording. This Agreement shall be recorded with the Clerk and Recorder for the County of El Paso, State of Colorado by Grantee promptly following the Execution Date. All costs relating to the recording of this Agreement shall be paid by Grantee.
- i. No Third Party Beneficiaries. No third parties are intended to be beneficiaries under this Agreement.
- j. Assignment. Grantee may only assign this Agreement in accordance with the Assignment provisions of the Amended Lease.
- k. Payment of Taxes. Grantee shall be responsible for all real or personal property taxes, assessments, levies, licenses or permit fees levied against the possessory interest in the Easement Areas. Grantee shall have the right, at its own expense, to contest the amount or validity of any tax or assessment by appropriate proceedings diligently conducted in good faith.
- l. Governmental Immunity. Nothing herein shall be construed as a waiver of the protections and immunities afforded Grantor under the Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

- m. Non-Appropriation. As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Grantor not to be performed during the current fiscal year contained in this Agreement are subject to annual appropriation of sufficient funds by the Board of the Woodmoor Water and Sanitation District No. 1.

- n. No Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Temporary Easement Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

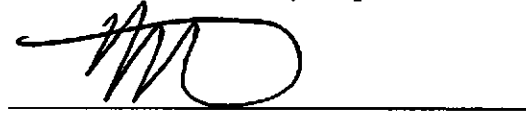
WOODMOOR WATER AND SANITATION DISTRICT NO. 1,
a political subdivision of the State of Colorado

By: 

Print Name: James Taylor
Print Title: President

GRANTEE:

PALMER SOLAR, LLC,
a Delaware limited liability corporation

By: 

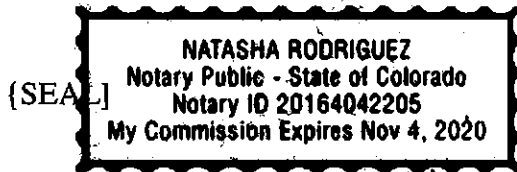
Print Name: Michael J. Martin
Print Title: President

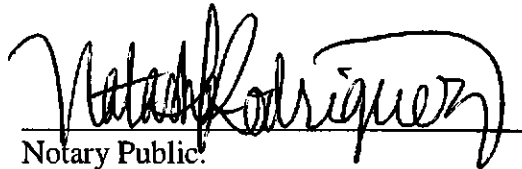
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 8th day of May, 2019, by Michael J. Martin as President of Palmer Solar, LLC, a Delaware limited liability corporation.

CO DL# 09-177-0500

WITNESS my hand and official seal.




Notary Public.

My Commission Expires: 11/4/2020

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

The foregoing instrument was acknowledged before me this 8 day of May, 2019, by James W. Taylor as President of Woodmoor Water and Sanitation District No. 1, a political subdivision of the State of Colorado, on behalf of Grantor.

WITNESS my hand and official seal.

[SEAL]

MARSHA HOWLAND
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20104058079
MY COMMISSION EXPIRES DEC 23, 2022

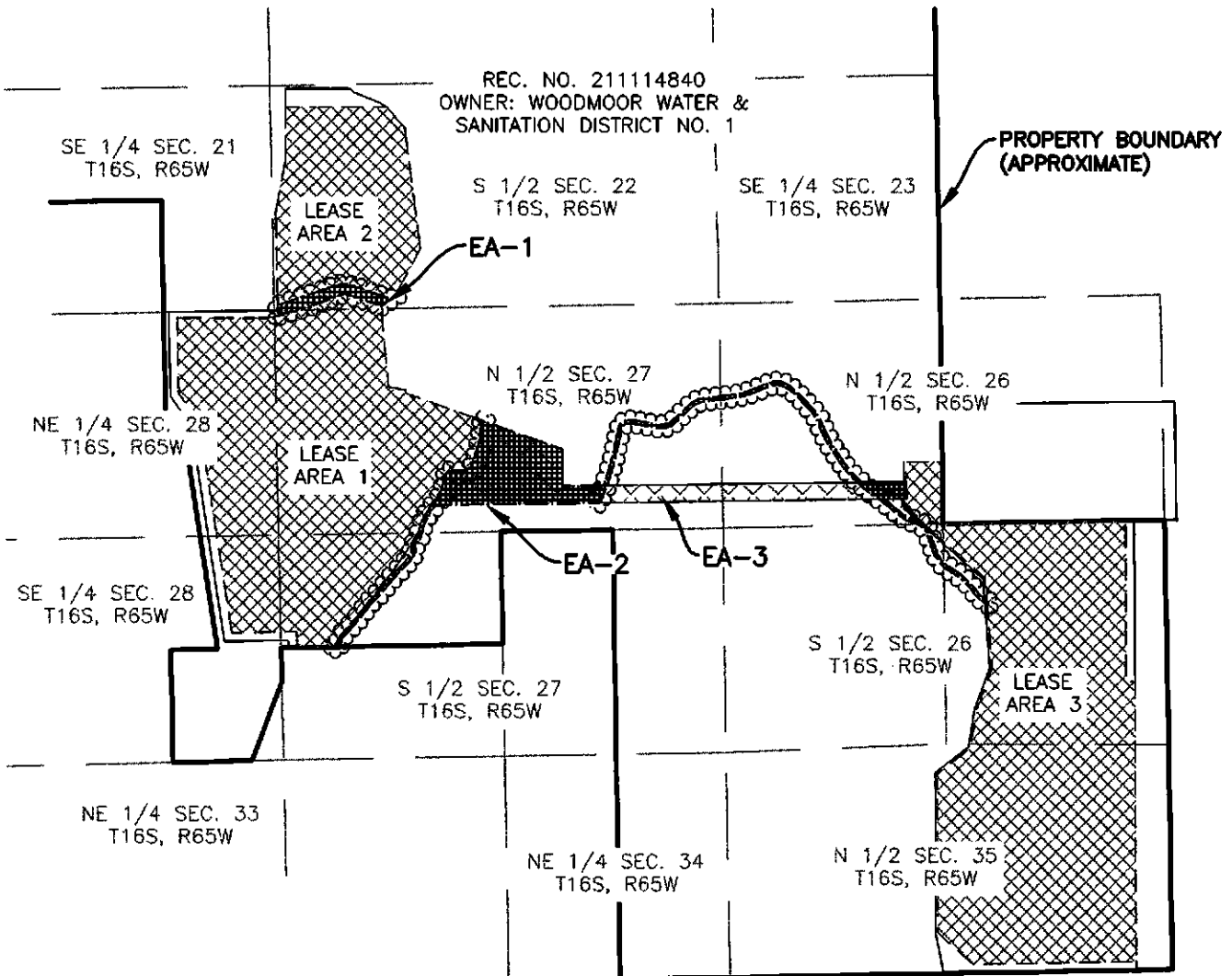
Marsha Howland
Notary Public:

My Commission Expires: 12-23-22

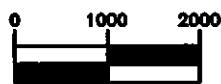
EXHIBIT X

Sketch of the Property, Easement Areas, Revegetation Areas, Restricted Height Areas & miscellaneous existing improvements

EXHIBIT X AGREEMENT SKETCH



GRAPHIC SCALE



(IN FEET)

1 inch = 2000 ft.



= RESTRICTED HEIGHT AREA



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Clark

Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

Project No: 170988	Drawn: NSB Check: SLM	Date: 05/01/2019 Sheet 1 of 1
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EXHIBIT Y

Easement Area Legal Description

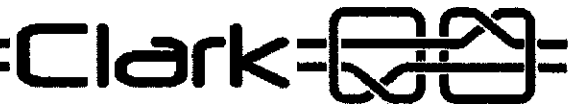


EXHIBIT Y
EASEMENT AREA LEGAL DESCRIPTION

May 1, 2019

EA-1:

A portion of that parcel of land as described in Special Warranty Deed, recorded November 21, 2011 under Reception No. 211114840 in the Official Public Records of El Paso County, Colorado, being a portion of the NW1/4 of Section 27 and the SE1/4 of Section 22, both of Township 16 South, Range 65 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 27, monumented with a 2-1/2" aluminum cap, stamped "PLS22095", being N00°50'46"W (Bearings are based on the west line of the NW1/4 of said Section 27, being monumented at the Northwest Corner of said Section 27 with a 2-1/2" aluminum cap, stamped "PLS 22095", 0.5' above grade, and at the West 1/4 corner of said Section 27 with a 2-1/2" aluminum cap, stamped "PLS 22095, flush with grade, having bearing of S00°50'46"E, a distance of 2643.10 feet), a distance of 2643.10 feet from the West 1/4 corner said Section 27; thence S32°42'31"E, a distance of 75.77 feet, to the **POINT OF BEGINNING**; thence along the following fourteen (14) courses:

1. N00°22'17"E, a distance of 124.28 feet,
2. N71°02'02"E, a distance of 655.12 feet,
3. N75°52'54"E, a distance of 127.95 feet,
4. N87°20'49"E, a distance of 38.22 feet,
5. S81°23'12"E, a distance of 48.26 feet,
6. S76°24'14"E, a distance of 72.54 feet,
7. S71°33'35"E, a distance of 468.86 feet,
8. S56°06'29"W, a distance of 141.04 feet,
9. N74°04'44"W, a distance of 69.14 feet
10. N72°04'00"W, a distance of 375.01 feet,
11. N85°37'22"W, a distance of 42.08 feet,
12. S69°05'47"W, a distance of 322.64 feet,
13. S71°06'13"W, a distance of 179.13 feet,
14. S74°04'16"W, a distance of 304.10 feet,

to the **POINT OF BEGINNING**.

Containing 165,399 S.F. or 3.797 acres, more or less.

EA-2:

A portion of that parcel of land as described in Special Warranty Deed, recorded November 21, 2011 under Reception No. 211114840 in the Official Public Records of El Paso County, Colorado, being a portion of Sections 26 and 27, both of Township 16 South, Range 65 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the South 1/16 Corner of said Section 27 and Section 28, monumented with a 1-1/4" red plastic cap, stamped "PLS 38160"; thence N88°57'14"E (Bearings are relative to the West line of the NW1/4 of the SW1/4 said Section 27, being monumented at the West 1/4 Corner of said Section 27 with a 2-1/2" aluminum cap, stamped "PLS 22095", flush with grade, and at the South 1/16 corner of said Section 27 and Section 28, with a 1-1/4" red plastic cap, stamped "PLS 38160", flush with grade, and measured to bear S01°09'55"E, a distance of 1324.77 feet), a distance of 636.30 feet, to the **POINT OF BEGINNING**; thence along the following one-hundred thirty-four (134) courses:

- 1) thence N23°42'29"E, a distance of 130.32 feet;
- 2) thence N34°35'15"E, a distance of 57.30 feet;
- 3) thence N43°53'50"E, a distance of 171.78 feet;
- 4) thence N41°10'52"E, a distance of 62.42 feet;
- 5) thence N37°46'56"E, a distance of 259.57 feet;
- 6) thence N46°33'21"E, a distance of 155.61 feet;
- 7) thence N38°39'50"E, a distance of 209.08 feet;
- 8) thence N44°01'28"E, a distance of 255.04 feet;
- 9) thence N38°40'44"E, a distance of 105.31 feet;
- 10) thence N29°07'19"E, a distance of 54.19 feet;
- 11) thence N13°39'13"W, a distance of 54.65 feet;
- 12) thence N35°54'34"E, a distance of 103.78 feet;
- 13) thence N21°18'22"E, a distance of 65.17 feet;
- 14) thence N13°10'32"E, a distance of 116.72 feet;
- 15) thence N26°33'38"E, a distance of 103.73 feet;
- 16) thence N32°26'06"E, a distance of 162.06 feet;
- 17) thence N34°31'15"E, a distance of 224.18 feet;
- 18) thence N09°31'55"E, a distance of 164.11 feet;
- 19) thence N41°06'18"E, a distance of 55.95 feet;
- 20) thence N76°38'35"E, a distance of 57.46 feet;
- 21) thence N90°00'00"E, a distance of 157.30 feet;
- 22) thence N53°53'19"E, a distance of 78.33 feet;
- 23) thence N18°51'39"E, a distance of 326.31 feet;
- 24) thence N04°54'16"E, a distance of 200.98 feet;
- 25) thence N52°14'15"W, a distance of 119.04 feet;
- 26) thence S70°20'03"E, a distance of 1116.65 feet;
- 27) thence S00°00'00"E, a distance of 432.68 feet;
- 28) thence N89°12'01"E, a distance of 482.35 feet;
- 29) thence N17°58'59"E, a distance of 290.19 feet;
- 30) thence N13°12'28"E, a distance of 462.00 feet;
- 31) thence N59°09'30"E, a distance of 90.36 feet;
- 32) thence N88°15'58"E, a distance of 68.48 feet;
- 33) thence S80°13'21"E, a distance of 235.13 feet;
- 34) thence S79°03'27"E, a distance of 95.79 feet;
- 35) thence N89°01'54"E, a distance of 57.04 feet;
- 36) thence N71°34'59"E, a distance of 85.42 feet;
- 37) thence N46°33'31"E, a distance of 269.78 feet;
- 38) thence N51°45'23"E, a distance of 93.69 feet;
- 39) thence N63°46'22"E, a distance of 67.49 feet;

- 40) thence N77°43'52"E, a distance of 61.72 feet;
 41) thence N83°59'19"E, a distance of 178.20 feet;
 42) thence N82°31'12"E, a distance of 247.86 feet;
 43) thence N74°55'36"E, a distance of 134.90 feet;
 44) thence N68°02'18"E, a distance of 274.82 feet;
 45) thence N79°28'22"E, a distance of 69.03 feet;
 46) thence S79°21'52"E, a distance of 68.24 feet;
 47) thence S62°10'48"E, a distance of 92.97 feet;
 48) thence S54°21'34"E, a distance of 78.92 feet;
 49) thence S46°06'31"E, a distance of 140.76 feet;
 50) thence S41°39'33"E, a distance of 204.56 feet;
 51) thence S32°33'35"E, a distance of 82.33 feet;
 52) thence S22°50'34"E, a distance of 191.60 feet;
 53) thence S27°18'14"E, a distance of 150.14 feet;
 54) thence S32°56'38"E, a distance of 287.90 feet;
 55) thence S40°48'30"E, a distance of 187.17 feet;
 56) thence S49°24'00"E, a distance of 113.59 feet;
 57) thence N89°12'01"E, a distance of 518.77 feet;
 58) thence S00°31'16"E, a distance of 200.00 feet;
 59) thence S89°12'01"W, a distance of 256.00 feet;
 60) thence S50°15'51"E, a distance of 246.69 feet;
 61) thence S55°22'49"E, a distance of 91.87 feet;
 62) thence S70°45'24"E, a distance of 157.22 feet;
 63) thence S55°24'58"E, a distance of 91.89 feet;
 64) thence S32°30'40"E, a distance of 73.25 feet;
 65) thence S20°30'01"E, a distance of 287.47 feet;
 66) thence S31°37'04"E, a distance of 91.04 feet;
 67) thence S48°49'53"E, a distance of 80.21 feet;
 68) thence S57°24'09"E, a distance of 174.76 feet;
 69) thence S49°56'58"E, a distance of 181.55 feet;
 70) thence S37°42'43"E, a distance of 139.81 feet;
 71) thence S46°24'35"E, a distance of 104.97 feet;
 72) thence S60°53'08"E, a distance of 35.69 feet;
 73) thence S04°19'45"E, a distance of 47.94 feet;
 74) thence N60°53'08"W, a distance of 67.18 feet;
 75) thence N46°24'35"W, a distance of 113.09 feet;
 76) thence N37°42'43"W, a distance of 138.56 feet;
 77) thence N49°56'58"W, a distance of 174.65 feet;
 78) thence N57°24'09"W, a distance of 175.16 feet;
 79) thence N48°49'53"W, a distance of 89.26 feet;
 80) thence N31°37'04"W, a distance of 100.99 feet;
 81) thence N20°30'01"W, a distance of 287.15 feet;
 82) thence N32°30'40"W, a distance of 60.94 feet;
 83) thence N55°24'58"W, a distance of 78.40 feet;
 84) thence N70°45'24"W, a distance of 157.23 feet;
 85) thence N55°22'49"W, a distance of 99.05 feet;
 86) thence N50°15'51"W, a distance of 247.96 feet;
 87) thence N56°37'12"W, a distance of 183.95 feet;
 88) thence N49°24'00"W, a distance of 263.86 feet;
 89) thence N40°48'30"W, a distance of 192.92 feet;
 90) thence N32°56'38"W, a distance of 292.62 feet;
 91) thence N27°18'14"W, a distance of 153.67 feet;
 92) thence N22°50'34"W, a distance of 189.76 feet;
 93) thence N32°33'35"W, a distance of 75.75 feet;

- 94) thence N41°39'33"W, a distance of 199.82 feet;
- 95) thence N46°06'31"W, a distance of 136.32 feet;
- 96) thence N54°21'34"W, a distance of 73.30 feet;
- 97) thence N62°10'48"W, a distance of 84.19 feet;
- 98) thence N79°21'52"W, a distance of 54.73 feet;
- 99) thence S79°28'22"W, a distance of 57.55 feet;
- 100) thence S68°02'18"W, a distance of 273.22 feet;
- 101) thence S74°55'36"W, a distance of 139.96 feet;
- 102) thence S82°31'12"W, a distance of 251.03 feet;
- 103) thence S83°59'19"W, a distance of 176.52 feet;
- 104) thence S77°43'52"W, a distance of 54.63 feet;
- 105) thence S63°46'22"W, a distance of 58.38 feet;
- 106) thence S51°45'23"W, a distance of 87.67 feet;
- 107) thence S46°33'31"W, a distance of 276.84 feet;
- 108) thence S71°34'59"W, a distance of 100.43 feet;
- 109) thence S89°01'54"W, a distance of 67.35 feet;
- 110) thence N79°03'27"W, a distance of 99.56 feet;
- 111) thence N80°13'21"W, a distance of 230.70 feet;
- 112) thence S88°15'58"W, a distance of 54.07 feet;
- 113) thence S59°09'30"W, a distance of 63.02 feet;
- 114) thence S13°12'28"W, a distance of 446.71 feet;
- 115) thence S17°58'59"W, a distance of 282.80 feet;
- 116) thence S22°57'53"W, a distance of 213.82 feet;
- 117) thence S89°12'01"W, a distance of 1939.66 feet;
- 118) thence S32°26'06"W, a distance of 186.22 feet;
- 119) thence S26°33'38"W, a distance of 96.98 feet;
- 120) thence S13°10'32"W, a distance of 114.87 feet;
- 121) thence S21°18'22"W, a distance of 73.14 feet;
- 122) thence S35°54'34"W, a distance of 90.44 feet;
- 123) thence S13°39'13"E, a distance of 51.85 feet;
- 124) thence S29°07'19"W, a distance of 73.20 feet;
- 125) thence S38°40'44"W, a distance of 110.52 feet;
- 126) thence S44°01'28"W, a distance of 255.03 feet;
- 127) thence S38°39'50"W, a distance of 209.96 feet;
- 128) thence S46°33'21"W, a distance of 155.30 feet;
- 129) thence S37°46'56"W, a distance of 257.69 feet;
- 130) thence S41°10'52"W, a distance of 64.56 feet;
- 131) thence S43°53'50"W, a distance of 169.48 feet;
- 132) thence S34°35'15"W, a distance of 50.23 feet;
- 133) thence S23°42'29"W, a distance of 108.07 feet;
- 134) thence S88°57'14"W, a distance of 44.05 feet;

to the **POINT OF BEGINNING**.

Containing 1,514,199 S.F. or 34.761 acres, more or less.

EA-3:

A portion of that parcel of land as described in Special Warranty Deed, recorded November 21, 2011 under Reception No. 211114840 in the Official Public Records of El Paso County, Colorado, being a portion of the NW1/4 and the NE1/4 of Section 27, and the NW1/4 of Section 26, both of Township 16 South, Range 65 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Center 1/4 Corner of said Section 27, monumented with a 3-1/2" aluminum cap, stamped "RLS 10377", 0.3' below grade, being N89°04'01"E (Bearings are based on the west line of the NW1/4 of said Section 27, being monumented at the Northwest Corner of said Section 27 with a 2-1/2" aluminum cap, stamped "PLS 22095", 0.5' above grade, and at the West 1/4 corner of said Section 27 with a 2-1/2" aluminum cap, stamped "PLS 22095, flush with grade, having bearing of S00°50'46"E, a distance of 2643.10 feet), a distance of 2634.81 feet from the West 1/4 Corner of said Section 27; thence N69°17'42"W, a distance of 879.37 feet, to the **POINT OF BEGINNING**; thence along the following fourteen (14) courses:

1. N34°31'15"E, a distance of 224.18 feet,
2. N09°31'55"E, a distance of 164.11 feet,
3. N41°06'18"E, a distance of 55.95 feet,
4. N76°38'35"E, a distance of 57.46 feet,
5. N90°00'00"E, a distance of 157.30 feet,
6. N53°53'19"E, a distance of 78.33 feet,
7. N18°51'39"E, a distance of 326.31 feet,
8. N04°54'16"E, a distance of 200.98 feet,
9. N52°14'15"W, a distance of 119.04 feet,
10. S70°20'03"E, a distance of 1116.65 feet,
11. S00°00'00"E, a distance of 432.68 feet,
12. N89°12'01"E, a distance of 4076.24 feet,
13. S00°31'16"E, a distance of 200.00 feet,
14. S89°12'01"W, a distance of 5625.78 feet,

to the **POINT OF BEGINNING**.

Containing 1,813,780 S.F. or 41.639 acres, more or less.



Stewart L. Mapes, Jr.
 Colorado Professional Land Surveyor No. 38245
 For and on behalf of Clark Land Surveying, Inc.