

## **EXHIBIT B**

### **TRANSMISSION LINE EASEMENT**

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MORLEY-BENTLEY INVESTMENTS, LLC A COLORADO LIMITED LIABILITY COMPANY AND TRADER VIC'S INVESTMENTS LP AND OKLAHOMA LIMITED PARTNERSHIP** (whether one or more than one, the "Grantor") whose address is 20 Boulder Crescent Street, Suite 100, Colorado Springs CO, 80903 hereby grants to **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., P.O. Box 33695, Denver, Colorado 80233, and MOUNTAIN VIEW ELETRIC ASSOCIATION, INC., 11140 E. Woodman Road, Falcon, Colorado 80831** (collectively "Grantee"), as Tenants-in-Common, and to its employees, agents, licensees, invitees, contractors, lessees, the successors and assigns of each of the respective entities comprising Grantee, this Transmission Line Easement (this "Easement") for the purposes described herein, situated in the County of El Paso, State of Colorado, for the use and benefit of Grantee, and the employees, agents, licensees, invitees, contractors, and lessees of each of the respective entities comprising the Grantee.
2. **TRANSMISSION LINE USE.** This Easement may be used for the erection, installation, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance, inspection, and operation, at any time and from time to time, of electrical transmission and distribution lines, including structures, poles, towers, wires, cables, cable terminations, tracer wires, arrestors, footings, foundations, cross-arms, ductbank systems, cable troughs, conduits, vaults, manholes, transition structures, riser structures, control buildings, telecommunications buildings, fences, gates, landscaping, access roads, and other equipment and fixtures, supporting one or more electrical circuits, and any other facilities, equipment and systems used or useable for the transmission or distribution of electricity, together with fiber optic cables and other equipment and systems used or useable for the transmission or provision of telecommunications and fiber optic services (including but not limited to the transmission of voice, video and data signals and the transfer or shared use of such fiber optic cables and other equipment and systems) (the "Fiber Optic Facilities"), on, over, under and across the premises described on the attached **Exhibit A** (the "Transmission Line Easement Area"). The use of the Fiber Optic Facilities shall be limited to the business of generation, transmission, and distribution of electricity and the transmission of public safety and governmental type telecommunications services. The easement rights granted to Grantee hereunder include the rights of ingress and egress on, over and across the Transmission Line Easement Area, on foot or through use of such vehicles and equipment as Grantee deems appropriate for the activities and uses allowed under this Easement, together with the rights to maintain and improve the Transmission Line Easement Area as needed to accommodate said vehicles and equipment.

3. **NON-EXCLUSIVITY, PERPETUITY.** This Easement shall be non-exclusive and perpetual, and shall run with the land, burdening all present and future owners.
4. **GRANTOR RESERVED RIGHTS.** Grantor reserves the right to use and occupy the Transmission Line Easement Area for any and all purposes that will not interfere with Grantee's uses thereof or endanger or damage Grantee's facilities installed thereon. Grantor shall have the right to cultivate, graze, use, occupy and have access to and across the Transmission Line Easement Area described herein for any purposes that will not pose a significant risk of bodily injury or death to any person or damage to Grantee's property, or interfere with any of the rights and privileges herein granted to the Grantee.
5. **GRANTOR COVENANTS.** Unless prior written permission is granted by Grantee, Grantor shall not, within the Transmission Line Easement Area: i) erect or construct any building or other structure (including but not limited to mobile homes or travel trailers); ii) store flammable or explosive materials; iii) stack any objects or materials (including but not limited to hay, straw or tires); iv) conduct fueling operations; v) construct, install or operate above ground mechanical irrigation facilities which could make an electrical contact with Grantee's conductors; vi) drill wells or conduct mining operations; vii) alter the grade of the ground surface; nor viii) undertake or allow any action that might impair the lateral or subjacent support for Grantee's facilities or access roads.

Upon receipt of written notice from Grantee identifying material or property deemed by Grantee to interfere with the safe operation or maintenance of Grantee's lines or facilities, Grantor shall remove the material or property within 10 days. If there is a failure to so remove the material within 10 days, Grantee may remove the material or property and collect the costs of such removal from Grantor.

Grantor must obtain Grantee's prior written consent before granting any subsequent easement encumbering the Transmission Line Easement Area.

6. **GRANTOR WARRANTS.** Grantor warrants that: i) Grantor is the owner of the land on which this Easement is situated; ii) Grantor has full authority to grant this Easement; iii) the individual or individuals signing this Easement have full authority to execute this Easement on behalf of Grantor; and iv) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by chemical means, machinery or otherwise, any and all trees, brush and shrubbery whether on the easement areas described herein, or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the electric transmission and distribution lines, and the facilities, equipment, buildings and structures used in connection therewith. Grantee may also install and use gates in all of Grantor's fences which now or might hereafter cross or be adjacent to the easement areas conveyed herein. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, crops, livestock and other personal property located on or adjacent to the

Transmission Line Easement Area, and shall repair or pay Grantor for the reasonable costs or value of any and all damage to said real property, fences, crops, livestock and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the Transmission Line Easement Area.

8. **GRANTEE FACILITIES.** All structures, buildings, poles, wires and other facilities installed on, across, and under the Transmission Line Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee; provided, however, that any fences, gates, culverts or ditches constructed by Grantee may be conveyed to Grantor on such terms and conditions and at such times as may be mutually agreed upon by Grantor and Grantee.
9. **NON-USE.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.
10. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned, licensed or otherwise conveyed or transferred by Grantee in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Easement or to recover damages for breach. If any provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement. The headings and captions in this Easement are used for convenience only and shall not be construed to affect its meaning.

*[The remainder of this page intentionally left blank]*

Grantor signs this Transmission Line Easement to be effective upon execution hereof.

GRANTOR signs this Access Easement on Feb. 26, 2019.

GRANTOR: Morley-Bentley Investments, LLC

Signature: [Signature]

Printed Name: JAMES F. MORLEY

Its: MANAGER

### ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF EL PASO

ss:

The foregoing instrument was acknowledged before me on February 26, 2019, by JAMES F. MORLEY as MANAGER for Morley-Bentley Investments, LLC as \_\_\_\_\_.

(Notarial Seal)

[Signature]


Notary Public

My commission expires: MAY 30, 2022

<p>ERIC S HOWARD Notary Public State of Colorado Notary ID # 20144021884 My Commission Expires 05-30-2022</p>
---

GRANTOR: Trader Vic's Investments, LP

By: RDL Investments, L.L.C.  
Its: General Partner

By:   
Stephen R. Buford, Manager  
RDL Investments, L.L.C.

# ACKNOWLEDGMENT

STATE OF OKla. )  
 )  
COUNTY OF Tulsa ) ss:

The foregoing instrument was acknowledged before me on 2-26, 2019, by  
Stephen R. Buford, Manager of RDL Investments, L.L.C. as General Partner for Trader Vic's  
LP.

(Notarial Seal)



  
Notary Public

My commission expires: 8-19-20

Exhibit A

**EXHIBIT A**  
**TRANSMISSION LINE EASEMENT AREA**



**EXHIBIT A**  
**TO TRANSMISSION LINE EASEMENT**  
**MORLEY-BENTLY INVESTMENTS, LLC**  
**TRANSMISSION LINE EASEMENT 01**

**PROPERTY DESCRIPTION**

A 100.00-FOOT STRIP OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO. 208046408 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE WEST ¼ OF THE EAST ¼ OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AT THE SOUTH ¼ CORNER AND A 3-1/4" ALUMINUM CAP STAMPED "LS 30829" AT THE SOUTHEAST CORNER, SAID LINE BEARING N89°14'31"E A DISTANCE OF 2722.92 FEET AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE (NAD83(2011))

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34, N89°14'31"E A DISTANCE OF 670.35 FEET, TO THE POINT OF BEGINNING;

THENCE N00°45'29"W A DISTANCE OF 100.00 FEET;

THENCE ON A LINE BEING 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34, N89°14'31"E A DISTANCE OF 880.01 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 34;

THENCE ON SAID WEST LINE, S00°12'55"E A DISTANCE OF 100.01 FEET, TO THE EAST 1/16<sup>TH</sup> CORNER OF SAID SECTION 34, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "LS 10376";

THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, S89°14'31"W A DISTANCE OF 679.07 FEET TO, THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 67,955 SQUARE FEET OR 1.5600 ACRES.

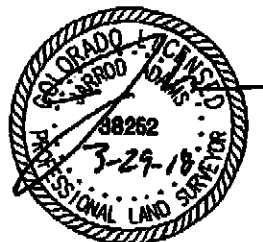
EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

NOTE: ALL DISTANCES SHOWN HEREON ARE MODIFIED (GROUND) DISTANCES REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE USING A COMBINED SCALE FACTOR OF 1.0003949072.

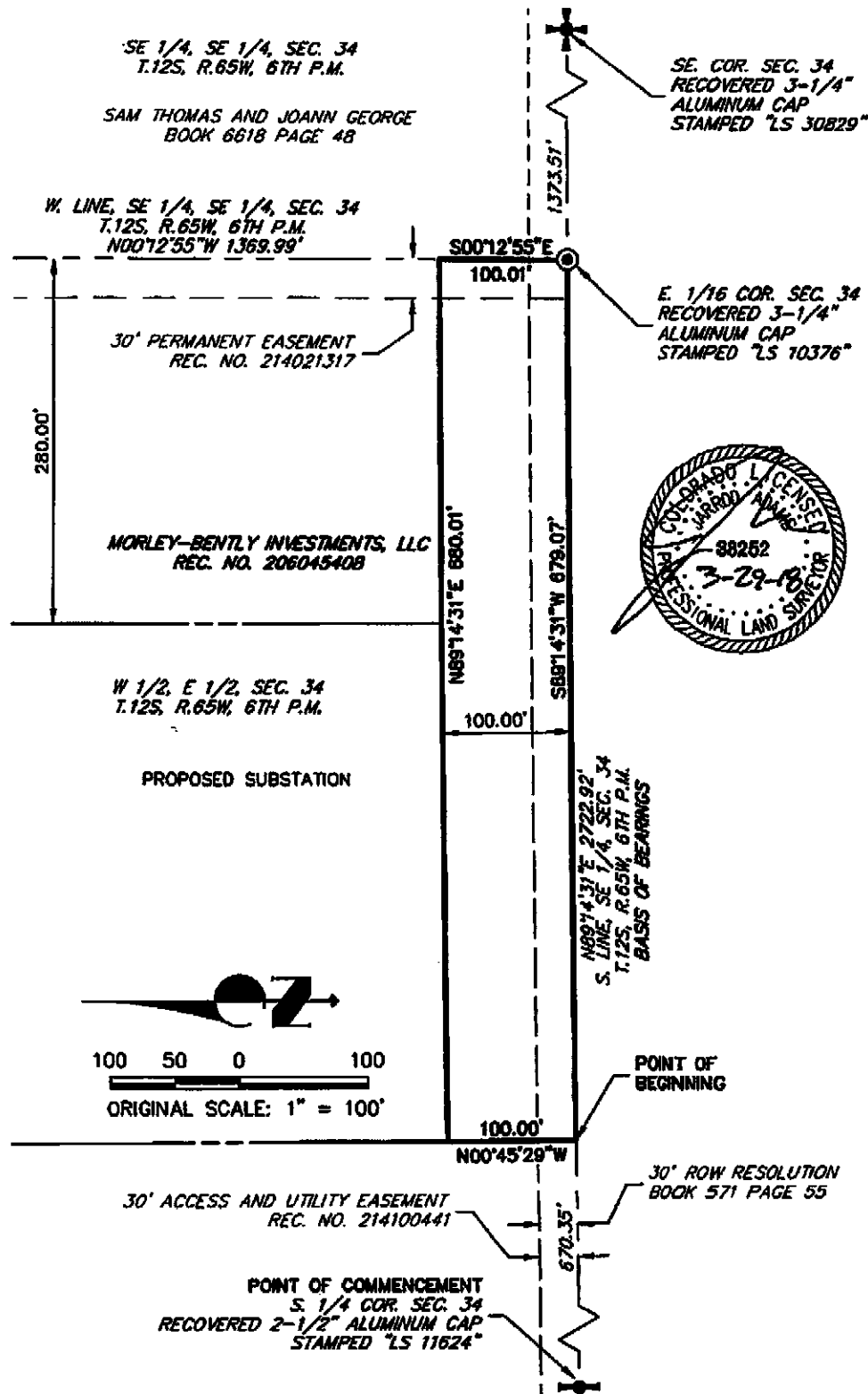
**PROPERTY DESCRIPTION STATEMENT**

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR  
 COLORADO NO. 38252  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC



## EXHIBIT A



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

TRANSMISSION LINE EASEMENT 01 - MORLEY  
TRI-STATE - VOLMER  
PROJECT NO.: 15798.09  
DATE: 03/27/18

SHEET: 2 OF 2



**J-R ENGINEERING**

A Winkler Company

Central 303-340-9000 • Colorado Springs 703-590-2500  
Fort Collins 970-691-9000 • [www.jr-engineering.com](http://www.jr-engineering.com)



**EXHIBIT C****TEMPORARY ACCESS EASEMENT**

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and of the further agreements, compensation and considerations in this Temporary Access Easement (the "Access Easement"), the receipt and sufficiency of which is hereby acknowledged, **MORLEY-BENTLEY INVESTMENTS, LLC A COLORADO LIMITED LIABILITY COMPANY AND TRADER VIC'S INVESTMENTS LP AND OKLAHOMA LIMITED PARTNERSHIP** ("Grantor") whose address is 20 Boulder Crescent Street, Suite 100, Colorado Springs CO, 80903 hereby grants to **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., P.O. Box 33695, Denver, Colorado 80233, and MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., 11140 E. Woodman Road, Falcon, Colorado 80831** (collectively "Grantee"), as Tenants in Common, and to the successors and assigns of each of the respective entities comprising Grantee, a temporary, non-exclusive easement for the purposes described below on, over, under and across certain premises situated in El Paso County, County which is further described below for the use and benefit of Grantee, and the employees agents, licensees, invitees, contractors, and lessees of each of the respective entities comprising Grantee.
2. **ACCESS.** Grantor grants to Grantee an easement across Grantor's property for the right of access to and from the area on, over, and across that portion of Grantor's property described on the attached Exhibit A (the "Access Easement Area"), together with the right to maintain and improve the Access Easement Area premises as needed. The word "access" as used herein shall include ingress and egress.
3. **NON-EXCLUSIVITY, TEMPORARY USE.** The easements granted hereunder shall be non-exclusive, and deemed to run with the land. The term of this Access Easement shall commence upon execution hereof and shall terminate upon the Grantee's acceptance of an agreeable alternative access that serves the same purposes for the Grantee as this Access Easement. Grantee's acceptance of said agreeable alternative access will be evidenced by a written instrument executed by Grantee and recorded in El Paso County, Colorado.
4. **GRANTOR RESERVED RIGHTS.** The Grantor reserves for itself, its successors and assigns all rights not specifically hereunder granted to Grantee. Grantor reserves the right to use and occupy the Access Easement Area for any and all purposes that will not unreasonably interfere with Grantee's uses thereof or endanger or damage Grantee's facilities installed thereon. Grantor shall have the right to cultivate, graze, use, occupy and have access to and across the Access Easement Area described herein for any purposes which will not constitute a hazard to life or limb, or interfere with any of the rights and privileges herein granted to the Grantee.

5. **GRANTOR COVENANTS.** Unless written permission is granted by Grantee, Grantor shall not erect or construct any building or other structure (including mobile homes or travel trailers), or store flammable or explosive materials, or stack hay or straw, or drill wells or conduct mining operations, or appreciably alter the grade of the ground surface within the Access Easement Area if Grantee has made improvements for access. Upon receipt of written notice from Grantee identifying material or property deemed by Grantee to interfere with Grantee's use of the Access Easement Area, Grantors, their successors, heirs or assigns shall remove the material or property within 10 days. If there is a failure to so remove the material within 10 days, Grantee may remove the material or property and collect the costs of such removal from Grantor.

Grantor agrees to obtain Grantee's prior written consent before granting any subsequent easement affecting the Access Easement Area.

6. **GRANTOR WARRANTIES.** Grantor warrants that: 1) Grantor is the owner of the land on which the easements conveyed herein are situated, 2) Grantor has full authority to grant these easements, and 3) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
7. **GRANTEE MAINTENANCE.** Grantee may at any time cut, remove, clear away, trim and control, by chemical means, machinery or otherwise, any and all trees, brush and shrubbery whether on the easement areas described herein, or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe use of the Access Easement Area. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, crops, livestock and other personal property located on or adjacent to the Access Easement Area, and shall repair or pay Grantor for any and all damage to said real property, fences, crops, livestock and other personal property caused by Grantee, its employees, agents, licensees, invitees, contractors, or lessees while performing construction or maintenance work within the easement areas.
8. **NON-USE, TERMINATION.** Non-use or limited use of this Access Easement shall not prevent Grantee from thereafter making use of the Easement to the full extent herein authorized. If the Access Easement Area is permanently abandoned, the easement shall be terminated by one or more releases of easement executed and delivered by Grantee to Grantor.
9. **MISCELLANEOUS.** The provisions of this Access Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned or otherwise conveyed or transferred, in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Access Easement or to recover damages for breach. If any provision of this Access Easement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Access Easement. The

headings and captions in this Agreement are used for convenience only and shall not be construed to affect its meaning.

GRANTOR signs this Access Easement on FEB. 24, 2019.

GRANTOR: Morley-Bentley Investments, LLC

Signature: [Signature]

Printed Name: JAMES F. MORLEY

Its: MANAGER

### ACKNOWLEDGMENT

STATE OF COLORADO )

COUNTY OF EL PASO )

ss:

The foregoing instrument was acknowledged before me on February 26, 2018, by JAMES F. MORLEY as MANAGER for Morley-Bentley Investments, LLC as \_\_\_\_\_.

(Notarial Seal)

[Signature]

Notary Public

My commission expires: MAY 30, 2022

<p>ERIC S HOWARD Notary Public State of Colorado Notary ID # 20144021884 My Commission Expires 05-30-2022</p>
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GRANTOR: Trader Vic's Investments, LP

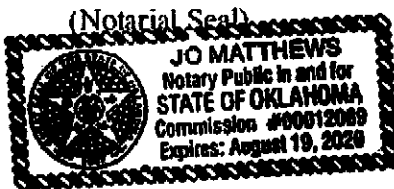
By: RDL Investments, L.L.C.  
Its: General Partner

By: *Stephen R. Buford*  
Stephen R. Buford, Manager  
RDL Investments, L.L.C.

### ACKNOWLEDGMENT

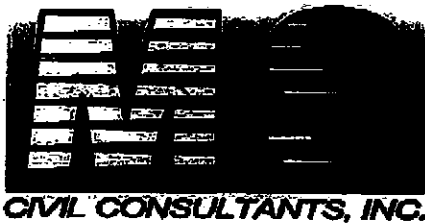
STATE OF Oklahoma )  
 )  
COUNTY OF Tulsa ) ss:

The foregoing instrument was acknowledged before me on 2-26, 2019, by Stephen R. Buford, Manager of RDL Investments, L.L.C. as General Partner for Trader Vic's LP.



*Jo Matthews*  
Notary Public  
My commission expires: 8-19-20

**EXHIBIT A**  
**ACCESS EASEMENT AREA – LEGAL DESCRIPTION**



20 Boulder Crescent, STE 110  
 Colorado Springs, CO 80903  
 Mail to: PO Box 1360  
 Colorado Springs, CO 80901  
 719.955.5485

**EXHIBIT A**  
**STERLING RANCH DISTRICT**  
**NVEA TEMP ACCESS EASEMENT**  
**DATE: April 23, 2018**


A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N89°14'14"E, A DISTANCE OF 2,722.56 FEET.**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34;  
 THENCE S89°13'48"W, A DISTANCE OF 16.65 FEET;  
 THENCE N00°45'45"W, A DISTANCE OF 60.00 FEET;  
 THENCE N89°14'14"E, A DISTANCE OF 2739.21;  
 THENCE N89°14'26"E, A DISTANCE OF 670.39 FEET  
 THENCE N00°45'34"W, A DISTANCE OF 40.00;  
 THENCE N89°14'26"E, A DISTANCE OF 680.01;  
 THENCE S00°13'01"E, A DISTANCE OF 100.00;  
 THENCE S89°14'26"W, A DISTANCE OF 1349.45;  
 THENCE S89°14'14"W, A DISTANCE OF 2722.56 FEET TO THE POINT OF BEGINNING;**

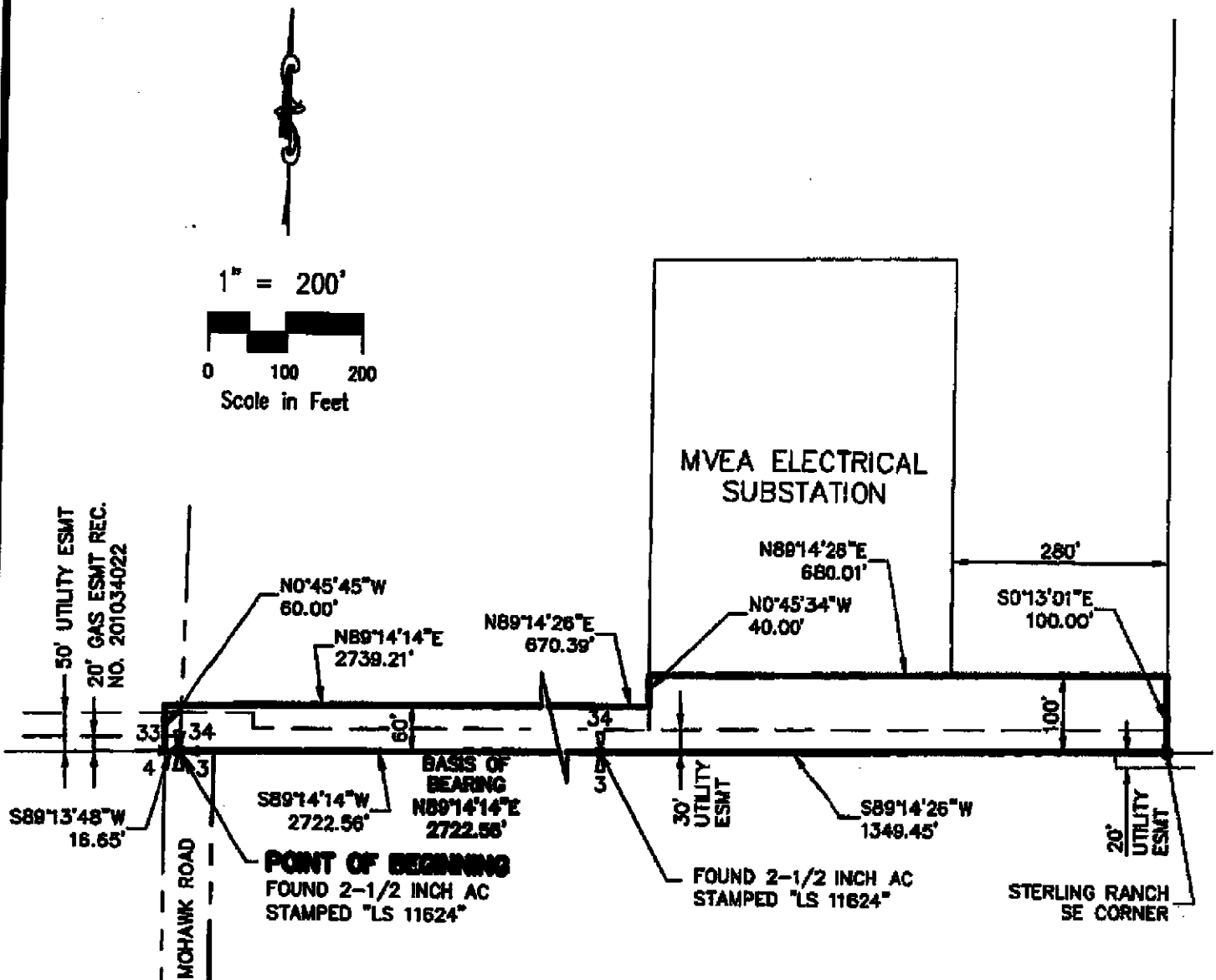
**SAID PARCEL CONTAINS A CALCULATED AREA OF 6.256 ACRES MORE OR LESS.**

**PREPARED BY:**

  
 \_\_\_\_\_  
 VERNON P. TAYLOR, COLORADO PLS NO. 25966      DATE 4/23/18  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
 20 BOULDER CRESCENT, SUITE 110  
 COLORADO SPRINGS, CO 80903



# LEGAL DESCRIPTION SKETCH MVEA TEMPORARY ACCESS EASEMENT



THIS LEGAL DESCRIPTION SKETCH IS INTENDED FOR CLARIFICATION OF THE ATTACHED LEGAL DESCRIPTION ONLY. IT IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY PLAT NOR AN IMPROVEMENT LOCATION SURVEY PLAT.



2010 N. DEL CIEGO, SUITE 110  
COLORADO SPRINGS, CO 80903  
PHONE 719.585.5485



## DRAINAGE SWALE EASEMENT

1. **GRANT.** In consideration of the sum of Ten Dollars (\$10.00) and of the further agreements, compensation and considerations in this Drainage Easement (the "Agreement"), the receipt and sufficiency of which is hereby acknowledged, **MORLEY-BENTLEY INVESTMENTS, LLC**, a Colorado limited liability company and **TRADER VIC'S INVESTMENTS LP** an **OKLAHOMA LIMITED PARTNERSHIP**, an Oklahoma limited partnership (collectively "Grantor") whose address is 20 Boulder Crescent Street, Suite 100, Colorado Springs CO, 80903 hereby grants to **MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.**, a Colorado corporation, whose address is 11140 E. Woodman Road, Falcon, Colorado 80831 ( "Grantee") and to its employees, agents, licensees, invitees, contractors, lessees, successors and assigns a non-exclusive drainage easement for the purposes described below on, over, under and across certain premises situated in El Paso County, County which is further described below.
2. **DRAINAGE USAGE.** Grantor grants to Grantee an easement across Grantor's property for the purposes of installing, operating, and maintaining a drainage swale as more particularly depicted in **Exhibit B** attached hereto, together with the right to drain and flow surface water and the right of access to and from the area on, over, and across that portion of Grantor's property described on the attached **Exhibit A** (the "Drainage Easement Area"), together with the right to maintain and improve the Drainage Easement Area premises as needed. The word "access" as used herein shall include ingress and egress.
3. **NON-EXCLUSIVITY AND GRANTOR RESERVED RIGHTS.** The easement granted hereunder shall be non-exclusive, and deemed to run with the land. Grantor reserves the right to utilize this Drainage Easement for underground service utilities serving Grantor's adjoining land provided that any such use shall not alter the drainage swale depicted on attached B hereto. The Grantor reserves for itself, its successors and assigns all rights not specifically hereunder granted to Grantee. Grantor reserves the right to use and occupy the Drainage Easement Area for any and all purposes that will not unreasonably interfere with Grantee's uses thereof or endanger or damage Grantee's drainage facilities installed thereon. Grantor shall have the right to cultivate, graze, use, occupy and have access to and across the Drainage Easement Area described herein for any purposes which will not constitute a hazard to life or limb, or interfere with any of the rights and privileges herein granted to the Grantee. Grantee acknowledges and agrees that Grantor may use the Drainage Easement Area for underground service utilities serving Grantor's adjoining property.
4. **GRANTOR WARRANTS.** Grantor warrants that: 1) Grantor is the owner of the land on which the easements conveyed herein are situated, 2) Grantor has full authority to grant these easements, and 3) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.
5. **GRANTEE MAINTENANCE.** Grantee shall maintain the drainage swale so that there is a proper and adequate flow and drainage of surface water on and across the Drainage Easement Area. Grantee shall have the right to enter upon the subject premises for the

purposes of maintaining and repairing the drainage swale. Grantee shall at all times exercise reasonable care and diligence to avoid damage to Grantor's real property, fences, crops, livestock and other personal property located on or adjacent to the Drainage Easement Area.

6. **NON-USE, TERMINATION.** Non-use or limited use of this Easement shall not prevent Grantee from thereafter making use of the Easement to the full extent herein authorized. If the Drainage Easement Area is permanently abandoned, the easement shall be terminated by one or more releases of easement executed and delivered by Grantee to Grantor.

7. **MISCELLANEOUS.** The provisions of this Easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor and Grantee. The rights, privileges, and obligations granted and created hereunder may be assigned or otherwise conveyed or transferred, in whole or in part. Grantee shall be entitled to all remedies at law or in equity to enforce the terms of this Agreement or to recover damages for breach. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. The headings and captions in this Agreement are used for convenience only and shall not be construed to affect its meaning.

GRANTOR signs this Drainage Easement on June 3, 2020.

GRANTOR: Morley-Bentley Investments, LLC

Signature: \_\_\_\_\_

Printed Name: James F. Morley

Its: Manager

#### ACKNOWLEDGMENT

STATE OF COLORADO )

) ss:

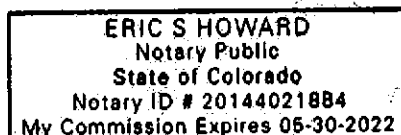
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me on June 3, 2020, by James F. Morley as Manager for Morley-Bentley

Investments, LLC as Grantor.

(Notarial Seal) [Signature]

Notary Public



My commission expires: May 30, 2022

GRANTOR signs this Drainage Easement on June 4, 2020.

GRANTOR: Trader Vic's Investments, LP

Signature: [Signature]

Printed Name: STEPHEN R. BUFORD

Its: MANAGER

### ACKNOWLEDGMENT

STATE OF Oklahoma )  
COUNTY OF Tulsa ) ss:

The foregoing instrument was acknowledged before me on June 4, 2020, by Stephen R. Buford as manager for Trader Vic's LP as

(Notarial Seal)



Tracy Duggan  
Notary Public

My commission expires: 8-25-23

**EXHIBIT A****DRAINAGE EASEMENT AREA**

A Twenty Five foot wide easement parallel and adjacent to the North boundary of the tract described below:



20 Boulder Crescent, STE 110  
Colorado Springs, CO 80903  
Mail to: PO Box 1360  
Colorado Springs, CO 80901  
719.955.5485

**EXHIBIT A**  
**STERLING RANCH DISTRICT**  
**5.0 ACRES MVEA SUBSTATION**  
**DATE: FEBRUARY 9, 2018**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4, SW 1/4, SE 1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) BEING MONUMENTED WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", BEARS N89°14'14"E, A DISTANCE OF 2,722.56 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SECTION 34;  
THENCE N80°45'26"E, A DISTANCE OF 677.82 FEET TO THE POINT OF BEGINNING;

THENCE N00°13'01"W, A DISTANCE OF 545.00 FEET;  
THENCE N89°14'26"E, A DISTANCE OF 400.00 FEET;  
THENCE S00°13'01"E, A DISTANCE OF 545.00 FEET;  
THENCE S89°14'26"W, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 5.00 ACRES MORE OR LESS.

PREPARED BY:

2/9/18

VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
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