

TEMPORARY ACCESS AGREEMENT

THIS GRANT OF TEMPORARY ACCESS AGREEMENT (hereinafter "Agreement") is made and executed this 27 day of May, 2015 by the DEPUTY COUNTY ADMINISTRATOR on behalf of El Paso County (hereinafter referred to as "County") and FRONT RANGE-MIDWAY SOLAR PROJECT, LLC (hereinafter referred to as "Grantee"), a Delaware limited liability company.

In consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Ingress and Egress. The County does hereby grant temporary, non-exclusive access to the Grantee to its property legally described as Lots 152, 153, 155 and those portions of Lots 149 and 150 owned by the County, Midway Ranches Filing No. 7, El Paso County, Colorado (the "Property") as hereinafter described and subject to the terms and conditions contained herein. Grantee shall have and may exercise the right of reasonable ingress and egress in, to, through, over, under and across the Property for access to and from the roads, highways, streets, alleys, or any other point nearest to the Property. To the maximum practicable extent, Grantee shall use existing gates, roads, and facilities to avoid disruption of the County's operations on the Property. The County represents and warrants to Grantee that the County owns the Property and has the right and authority to grant the rights granted herein.

2. Description and Purpose of Access. The access granted herein is a non-exclusive, temporary access for the limited purposes of access reasonably necessary to perform and complete environmental studies, such as a Phase I Environmental Survey and a wetland survey, a cultural resource survey, and a site survey.

3. Duration of Agreement. The non-exclusive temporary access granted herein shall commence from the date set forth above and shall terminate at any time upon mutual agreement of the parties or by September 1, 2015, whichever occurs sooner. If the Grantee needs additional time to perform the above-stated purposes on the Property, it shall request, in writing, an extension of time from the County.

4. County's Rights Unaffected. The County shall retain the right to make full use of the Property.

5. Surface Restoration to Land. Grantee shall repair any physical damage done to the Property by or resulting from its actions or operations. Grantee shall promptly restore, replace, re-vegetate, or repair the surface of the Property to a condition as near as may be reasonably possible to its condition as of the date of this Agreement. Such restoration, including seed mixture, topsoil, and ground preparation shall be at the County's direction.

6. Subjacent and Lateral Support. Grantee shall not impair the lateral or subjacent support of the Property.

7. Workmanship. Grantee agrees to perform all work in a neat and workmanlike manner so as not to interfere with the County's use and enjoyment of the Property, and without cost or liability to the County. Grantee shall take all necessary measures to protect the County, the County's employees, and the general public from its activities on the Property.

8. County Representation. One or more County representatives may be present on the Property during any of the Grantee's activities under this Agreement.

9. Insurance. Grantee represents and warrants to the County that it (or its parent entity) carries insurance, including workers compensation insurance, general liability and professional insurance and automotive insurance. Prior to its first access to the Property under this Agreement, Grantee will provide the County with the Certificates of Insurance evidencing the insurance coverage described herein and such supplemental certificates as may be reasonably requested by the County.

10. Indemnification. Grantee agrees, for itself and its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its activities on the Property or those of its officers, agents, contractors or invitees, except to the extent caused, in whole or in part, by the gross negligence or willful misconduct of the County or its agents, employees, contractors, invitees or other licensees.

11. No Real Estate Interest. The intent of this Agreement is not to create an interest in real estate, and it shall not be construed to create such an interest. The interest created is one in contract. Thus, under no circumstances shall this Agreement be recorded.

12. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by Grantee and the County.

13. Amendments. No modification, amendment, notation, change, or other alteration of this Agreement shall be valid unless mutually agreed to by the Parties in writing and executed as an addendum to this Agreement.

14. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard for its conflicts of law principles.

15. Notice. Grantee shall provide the County with no less than twenty-four (24) hours written notice prior to entry onto the Property to conduct any activities under this Agreement. One notification may cover multiple days of entry. All notices, correspondence, or inquiries from Grantee to the County under this Agreement shall be directed to:

Monnie Gore, Deputy County Administrator
200 S. Cascade Ave.
Colorado Springs, CO 80903
Telephone: (719) 520-6902
Electronic mail: monniegore@elpasoco.com

16. Rights of Third Parties. This grant of nonexclusive temporary access is not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action or other proceeding against either the County or Grantee because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

THIS AGREEMENT is made and entered into the year and date first above written.

COUNTY:

By: Monnie Gore

Monnie Gore, Deputy County Administrator

05.27.15

(Date)

APPROVED AS TO FORM:

Lori L. Seago

County Attorney's Office

FRONT RANGE-MIDWAY SOLAR PROJECT, LLC

By: Robert H. Freeman

Rob H. Freeman

(Printed Name)

President

(Title)

5/20/15

(Date)

THIS AGREEMENT is made and entered into the year and date first above written.

COUNTY:

By: _____
Monnie Gore, Deputy County Administrator

(Date)

APPROVED AS TO FORM:

County Attorney's Office

FRONT RANGE-MIDWAY SOLAR PROJECT, LLC

By: Rob H. Freeman

Rob H. Freeman
(Printed Name)

President
(Title)

5/26/15
(Date)