

## TEMPORARY EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **Woodmoor Water and Sanitation District No. 1**, a quasi-municipal corporation, whose address is, 1845 Woodmoor Drive (the "Grantor"), hereby grants, bargains, sells and conveys to **Pike Solar LLC**, a limited liability company, whose address is 1710 29<sup>th</sup> Street, Suite 1068, Boulder, Colorado 80301 ("Pike Solar"), for its use and the use of its employees, agents, contractors and subcontractors, a temporary non-exclusive easement for the construction, reconstruction, alteration and maintenance of access ways, roadways and drive lands and the right of access over certain portions of real property located in El Paso County, Colorado, as more particularly shown in Exhibit "A" attached hereto and incorporated herein by this reference and as to be shown on Exhibit "B" pursuant to the next paragraph (the "Temporary Easement Property") for the purpose of access to and from the construction site of the Pike solar energy facility, battery energy storage system, and improvements appurtenant thereto, located on property outside of the Temporary Easement Property (the "Facilities").

As of the date hereof, Exhibit "A" identifies four different routes comprising the Temporary Easement Property, each of which is labeled as a "Temporary Access Easement Section." Prior to the commencement of construction of the Facilities, Pike Solar will identify one of these Temporary Access Easement Sections as the preferred route and, subject to the width and length restrictions contained in this paragraph, will cause a professional licensed surveyor to prepare a survey and legal description of such Temporary Access Easement Section. When completed, and subject to the mutual agreement of the parties hereto, such survey and legal description will be attached by the parties hereto as Exhibit "B" to this Temporary Easement Agreement. Thereafter, the route depicted on Exhibit "B" will constitute the Temporary Easement Property and such Exhibit will be deemed to replace Exhibit "A" for all purposes hereunder. Notwithstanding the foregoing, the route to be depicted in Exhibit B is limited as follows: The route, and accordingly, the Temporary

Easement Property, shall be no more than forty feet (40') wide except for two (2) sections. These widened sections shall be no more than sixty feet (60') wide and no more than two-hundred feet (200') long.

Pike Solar, its agents, employees, contractors and consultants, have the right to use, improve, maintain, and occupy the Temporary Easement Property for all purposes related to access to the construction site of the Facilities, including, but not limited to, the right to occupy the Temporary Easement Property for the purpose of ingress, egress, and the movement of construction equipment, materials, components, vehicles, and personnel.

The term of this Temporary Easement Agreement shall begin on Effective Date and extend through December 31, 2023.

During the term of this Temporary Easement Agreement, Grantor shall not place, erect, install or permit (to the extent it has authority to do so) any above or below ground building, structure, or other obstruction on the Temporary Easement Property that may interfere with the Pike Solar activities on the Temporary Easement Property hereunder.

Grantor reserves the right to use the Temporary Easement Property in any manner that would not unreasonably interfere with the easement rights granted hereunder.

This Temporary Easement Property is granted by the Grantor with the understanding that all work performed by Pike Solar on the Temporary Easement Property shall be done with care, and any of the surface of the Temporary Easement Property damaged or disturbed during the term of this Temporary Easement Agreement shall be revegetated and restored in a reasonably similar manner to its condition immediately preceding the use of the Temporary Easement Property by the Pike Solar.

This Temporary Easement Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one

agreement. This Temporary Easement Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all the parties hereto. Signatures may be exchanged by telecopy, with the original signatures to follow. Each party to this Temporary Easement Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other party to this Temporary Easement Agreement.

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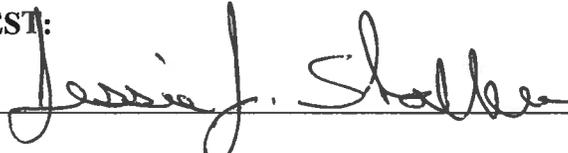
IN WITNESS WHEREOF, the Parties have executed this Temporary Easement Agreement this 8 day of March, 2021 ("Effective Date").

**GRANTOR:  
WOODMOOR WATER  
& SANITATION, NO. 1**

By: 

Name: Brian X. Bush  
Title: Board President

**ATTEST:**

By: 

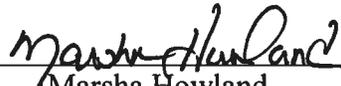
Name: Jessie J. Shaffer  
Title: District Manager

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

The foregoing instrument was acknowledged before me this 8 day of March, 2021, by Brian X. Bush and by Jessie J. Shaffer as President and Manager of Woodmoor Water and Sanitation District No. 1.

WITNESS my hand and official seal.

My commission expires: 12-23-22

  
Marsha Howland  
Notary Public

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



# Exhibit A

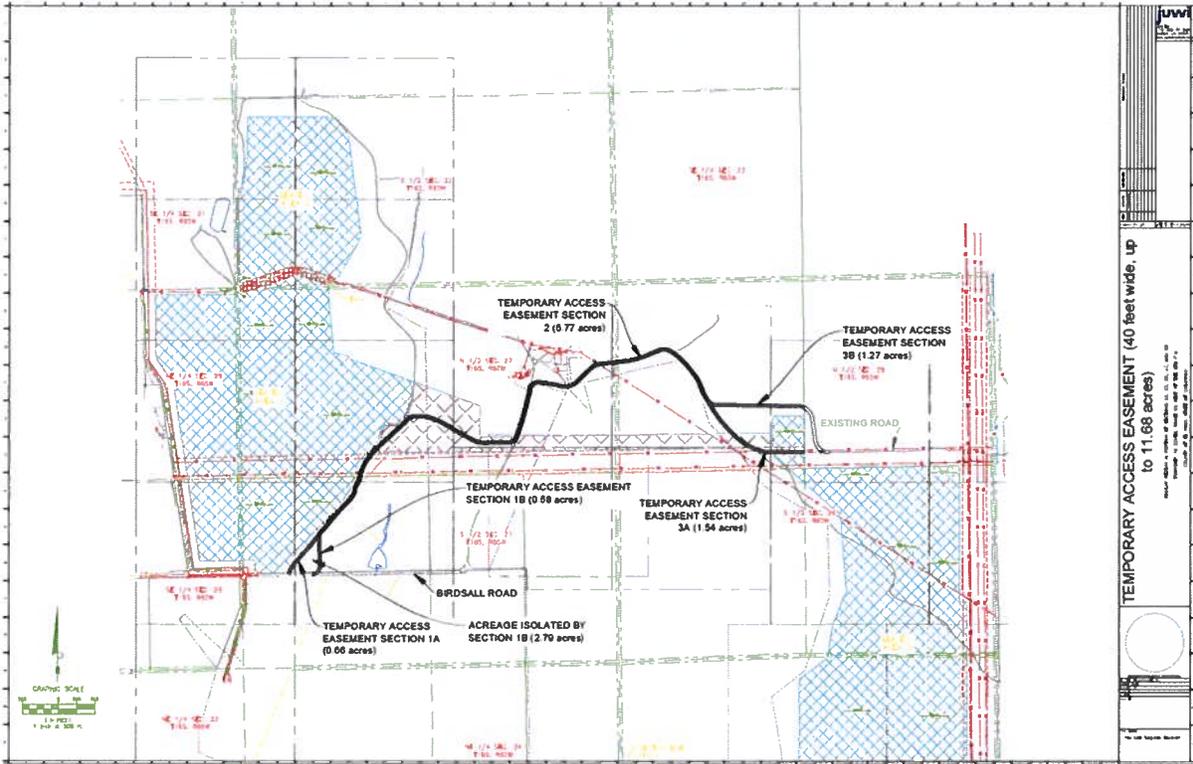


Exhibit B