

ACCESS EASEMENT

This ACCESS EASEMENT (the "Easement Agreement") is made and executed this _____th day of _____, 2017, by and between CEC Solar #1130, LLC, LLC, a Colorado Limited liability company, with a legal address of 361 Centennial Pkwy., Suite 300, Louisville, CO 80027, ("Grantee") and Adams County, having an address of 5200 Front Range Parkway, Watkins, Colorado 80137, (the "Grantor"). Grantor and Grantee may be referred to herein in the singular as a "Party" and collectively as the "Parties." For purposes of this Easement Agreement, the terms "Grantor" and "Grantee" shall include the Party's successors, heirs and assigns.

WHEREAS, Grantor is the owner of record of certain real property located in Adams County, Colorado, more particularly described as Adams County Parcel #0181700000187 (the "Grantor's Property");

WHEREAS, Grantee has entered into a Land Lease Agreement (Solar Farm) dated October 6, 2016 (the "Lease") with Adams County on behalf of the Front Range Airport to lease a portion of the property, more particularly described on Exhibit A attached hereto (the "Leased Property") which Grantee intends to improve into one or more community solar arrays (the "Project(s)");

WHEREAS Grantee desires to access the Leased Property via an access road (the "Access Easement Area"), described on Exhibit B, attached hereto and incorporated herein by this reference. The Access Easement Area is more particularly described on Exhibit B; and

WHEREAS, Grantor wishes to grant Grantee an access easement over the Access Easement Area which is located on the Grantor's Property for purposes and subject to the conditions described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement of limited duration to enter, re-enter and use any portion of the Access Easement Area specified in Exhibit B located on the Grantor's Property, to exercise the rights of ingress and egress to the Leased Property in connection with the construction, operation and maintenance of solar power generation facilities thereon.
2. Term. The Grant of Easement and all other rights and privileges granted under this Easement Agreement shall commence on the date stated in the first paragraph, above, of this Easement Agreement. The Grant of Easement is subject to the provisions of Grantor's Lease and shall terminate upon the later of the (a) termination of the Grantor's Lease in accordance with its terms or (b) upon completion of the decommissioning of the solar array Project.
3. Covenants Running with the Land/Assignment. The Parties to this Easement Agreement acknowledge and agree that the easement and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

4. Utility Easement. Grantor agrees to execute any easement agreement required by the utility for interconnection of the utility lines for the Project in the form required by the utility, if applicable.
5. Further Assurances. Each of the Parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to confirm this Easement Agreement.
6. Warranty. This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions and rights of way affecting the Access Easement Area.
7. Governing Law. This Easement Agreement shall be governed by the laws of the State of Colorado, without giving effect to its principles of conflicts of law.
8. Modification. This Easement Agreement may be modified only upon written agreement by the Parties.
9. Integration. The foregoing along constitutes the entire agreement between the Parties regarding its subject matter 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 stated in this Easement Agreement.
10. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Easement Agreement.
11. Insurance. During the term of the Easement Agreement, Grantee shall pay for and keep in full force and effect the following types of insurance: Commercial general liability insurance with limits of liability no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with sub-limits for automobile liability, product/completed operations and contractual liability of no less than \$1,000,000 and shall provide to Grantor certificates of insurance evidencing such coverage and renewal thereof, within 30 days' prior notice of cancellation of any coverage required hereby.
12. Severability. If any provision or provisions of this Easement Agreement shall be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.
13. Assignment. No Party shall assign or transfer this Easement Agreement, or any interest herein, without the prior written consent of the other Party which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Grantee is expressly permitted to assign its rights and responsibilities under this Easement Agreement, without obtaining Grantor's consent and in its sole discretion, to any entity owned or controlled by Grantee or under common ownership or control with Grantee or to anyone to whom the Lease is assigned provided: (1) the Grantee provides the Grantor and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the assignee agrees in writing to abide by all the terms and conditions of this Easement Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

Adams County

By: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

GRANTEE:

CEC Solar #1130, LLC

By: [Signature]

Its: Authorized Rep.

Date: 9/28/17

STATE OF Colorado)

) ss.

COUNTY OF Boulder)

The Easement Agreement was acknowledged before me this 28th day of April, 2017, by Paul Spencer as CEO of Clean Energy Collective, LLC, a Colorado limited liability company.

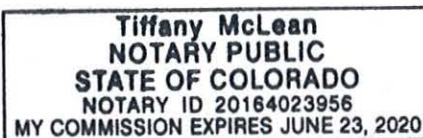
Witness my hand and official seal.

My commission expires: 6/23/20

(S E A L)

[Signature]

Notary Public



"EXHIBIT A"
PAGE 1 OF 2

LEASE AREA:

A LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

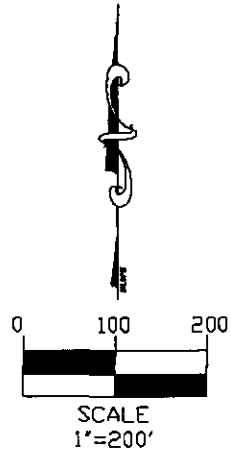
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 55°55'33" EAST, A DISTANCE OF 146.76 FEET MORE OR LESS TO A POINT BEING 122.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 122.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 17, A DISTANCE OF 747.87 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 710.08 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 747.86 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 706.12 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID LEASE AREA CONTAINING 529,562 SQ. FT. OR 12.16 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

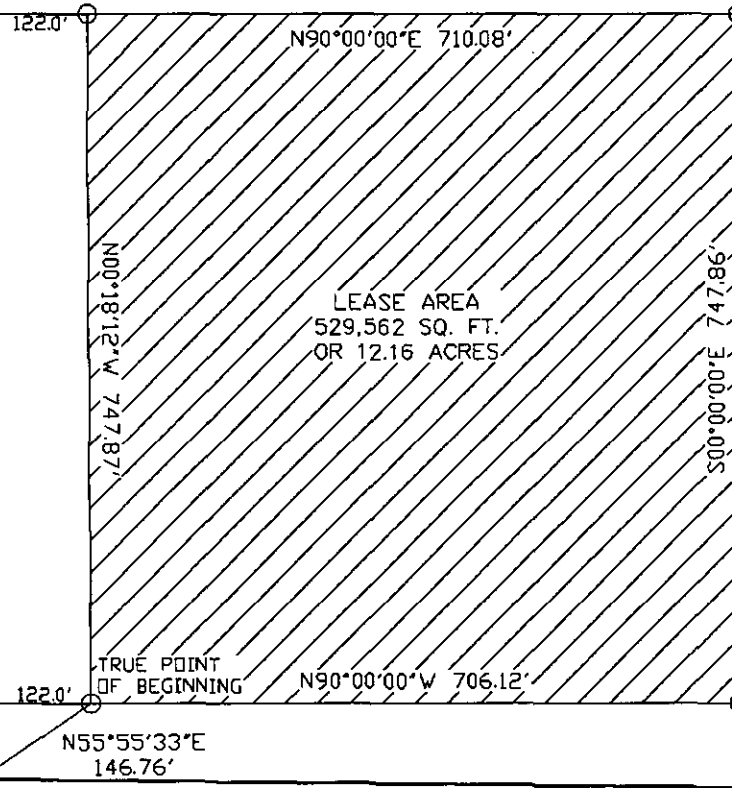
"EXHIBIT A"
PAGE 2 OF 2

THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03



THE WEST LINE OF THE
NORTHWEST QUARTER
OF SECTION 17
N00°18'12"W

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06



THE SOUTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 17

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

"EXHIBIT B"
PAGE 1 OF 2

ACCESS EASEMENT:

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

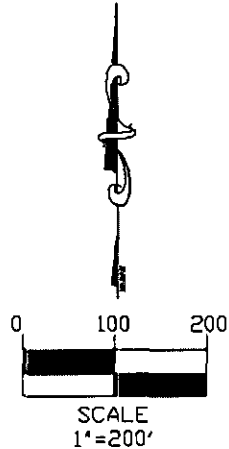
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, AND CONSIDERING THE LINE TO THE NORTHWEST CORNER OF SAID SECTION 17, BEING A 3 1/4" ALUMINUM CAP LS 30109, TO BEAR NORTH 00°18'12" WEST; THENCE NORTH 04°30'09" EAST, A DISTANCE OF 358.09 FEET MORE OR LESS TO A POINT BEING 30.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°18'12" WEST ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 35.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.63', HAVING A RADIUS OF 15.00', AND A CHORD BEARING SOUTH 71°36'41" EAST, A DISTANCE OF 9.46 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00', AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING NORTH 69°06'18" EAST, A DISTANCE OF 32.10 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 18.29 FEET; THENCE SOUTH 00°18'12" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.94 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 10.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 32.82 FEET, HAVING A RADIUS OF 45.00 FEET, AND A CHORD BEARING SOUTH 69°06'18" WEST, A DISTANCE OF 32.10 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 24.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 9.39 FEET, HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING SOUTH 72°03'40" WEST, A DISTANCE OF 9.24 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. SAID EASEMENT CONTAINING 2,888 SQ. FT. OR 0.07 ACRES MORE OR LESS.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

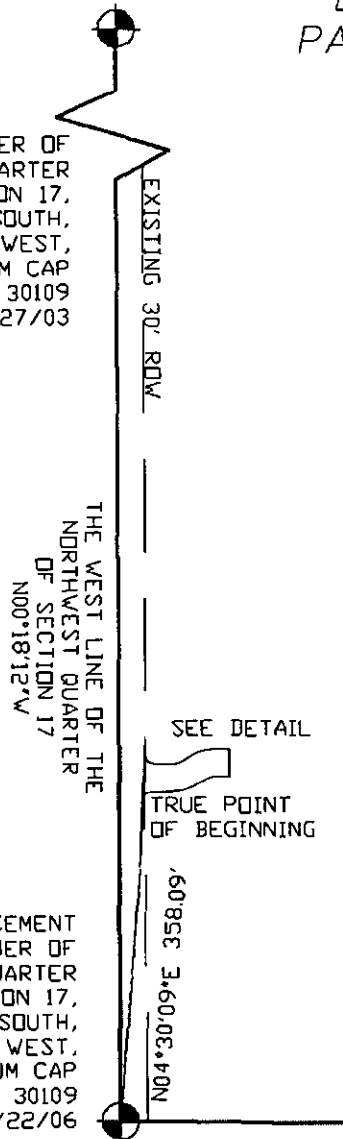
PROJECT LOCATION:
THE NORTHWEST QUARTER,
OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 64 WEST, 6TH P.M.,
COUNTY OF ADAMS,
STATE OF COLORADO.

"EXHIBIT B"
PAGE 2 OF 2

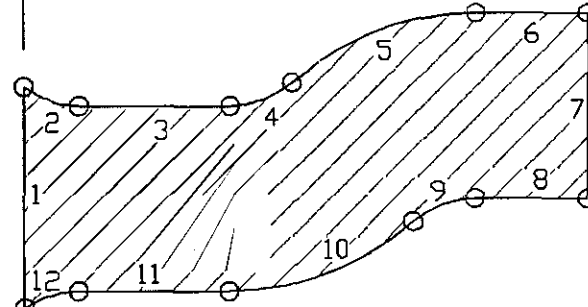
THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 01/27/03



POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
OF SECTION 17,
TOWNSHIP 3 SOUTH,
RANGE 64 WEST,
FOUND 3 1/4" ALUMINUM CAP
IN RANGE BOX LS 30109
PER MONUMENT RECORD DATED 11/22/06



ACCESS EASEMENT DETAIL
SCALE 1"=30'



TRUE POINT
OF BEGINNING

LINE TABLE

1)	N 00°18'12" W	LENGTH: 35.83'
2)	AL=9.63'	R=15.00'
	CH=S 71°36'41" E 9.46'	
3)	S 90°00'00" E	LENGTH: 24.68'
4)	AL=10.94'	R=15.00'
	CH=N 69°06'18" E 10.70'	
5)	AL=32.82'	R=45.00'
	N69°06'18"E 32.10'	
6)	S 90°00'00" E	LENGTH: 18.29'
7)	S 00°18'12" E	LENGTH: 30.00'
8)	N 90°00'00" W	LENGTH: 18.45'
9)	AL=10.94'	R=15.00'
	CH=S 69°06'18" W 10.70'	
10)	AL=32.82'	R=45.00'
	CH=S69°06'18"W 32.10'	
11)	N 90°00'00" W	LENGTH: 24.68'
12)	AL=9.39'	R=15.00'
	CH=S 72°03'40" W 9.24'	

CONTAINING 2,888 SQ. FT. OR 0.07 ACRES

GREEN MOUNTAIN SURVEYING
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