

UTILITY EASEMENT

This UTILITY 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 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 install a communication line from the exiting public Right of Way (ROW) to the Leased Property via a buried conduit within the area described in Easement Exhibit (the "Utility Easement Area"), attached hereto and incorporated herein by this reference. The Utility Easement Area is more particularly described on Easement Exhibit; and

WHEREAS, Grantor wishes to grant Grantee a utility easement over the Utility 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 Utility Easement Area specified in Easement Exhibit 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 Utility 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: 4/28/17

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.

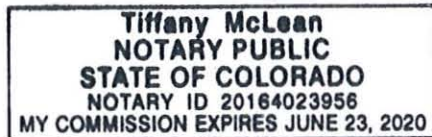
Witness my hand and official seal.

My commission expires: 6/23/20

(S E A L)

[Signature]

Notary Public



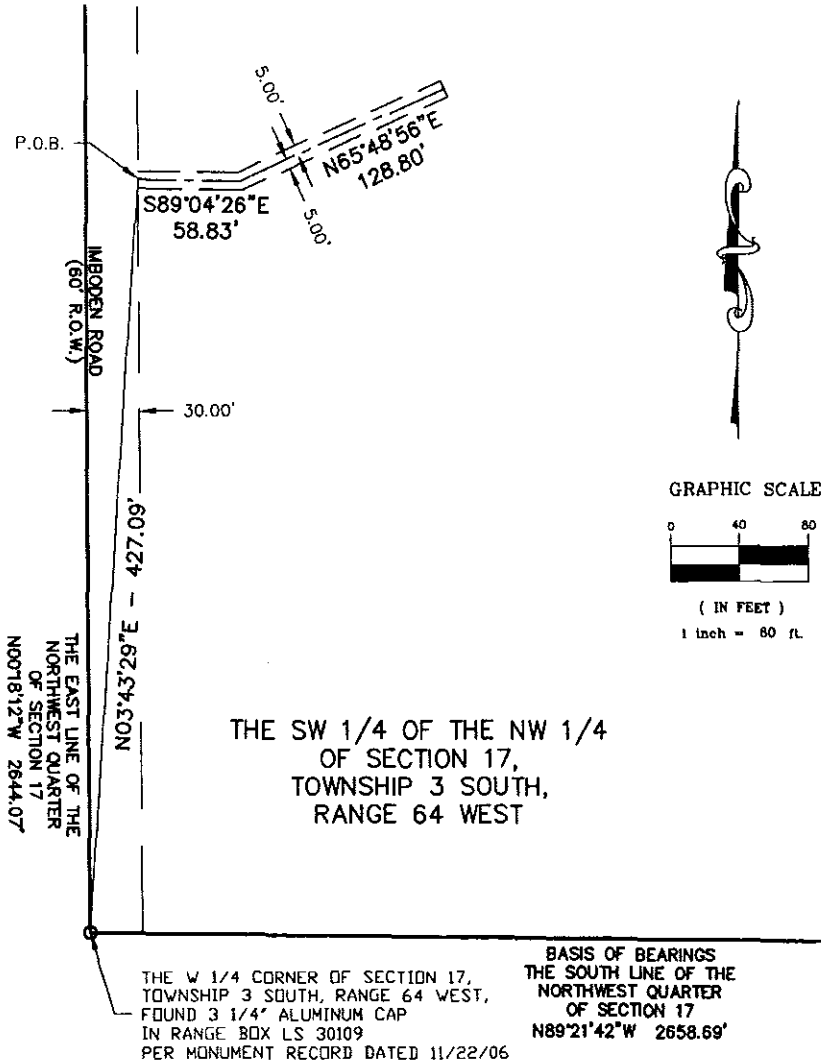
COMMUNICATIONS LINE - EASEMENT EXHIBIT

LEGAL DESCRIPTION:

A 10 foot wide strip of land in the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 3 South, Range 64 West of the Sixth Principal Meridian, County of Adams, State of Colorado; being 5 feet on either side of the center line which is more particularly described as follows:

Commencing at the West 1/4 corner of said Section, being a 3/4 inch aluminum cap in range box stamped "LS 30109"; thence N 03°43'29" E a distance of 427.09' feet to the true point of beginning; thence S 89°04'26" E a distance of 58.83' feet to a point; thence N 65°48'56" E a distance of 128.80' to the point of termination; the side lines of said 10 foot easement to be extended or shortened to terminate at the east line of Imboden Road.

Said easement containing 0.043 acres more or less. All bearings based on the monuments found marking the south line of the Northwest 1/4 of said Section, being N 89°21'42" W.



I, Chad A. Malear, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado, that this Easement Exhibit is true, correct and complete as shown hereon and that such exhibit was made from an accurate survey of said property by me and/or under my supervision.

In Witness Whereof, I have set my hand and seal this 24th day of April, A.D., 2017.

Chad A. Malear
Colorado P.L.S. No. 38129



FILE:
17-258eose.dwg

EXPORT:
17-258eose.pdf

DATE:
4-24-17

GREAT DIVIDE
CONSULTING, LLC
P.O. BOX 1632, LEADVILLE, COLORADO 80461
PHONE: 719-239-0391

DRAWN BY:
CAM
CHECKED BY:
CAM
VERSION:
FINAL

NOTES:

1) THE BOUNDARY DIMENSIONS SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY.

2) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.