

ACCESS EASEMENT

This ACCESS EASEMENT (the "Easement Agreement") is made and executed this 10th day of October, 2018, by and between DU CSG 1, LLC, a Colorado limited liability company, with a legal address of 1355 Piccard Dr, Suite 300, Rockville, MD 20850, ("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 110181700000187 (the "Grantor's Property");

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and the Adams County Commissioners officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, Grantee has entered into a Land Lease Agreement (Solar Farm) dated July 10, 2018 (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 a mutually agreeable easement agreement with the utility company needed for interconnection of the utility lines for the Project.
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 required 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 Easement Agreement was acknowledged before me this ____th day of _____, 2018,
by _____, LLC, a _____ limited liability company.

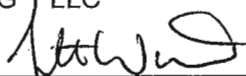
Witness my hand and official seal.

(S E A L)

My commission expires:

GRANTEE:

DU CSG 1 LLC

By: 

Date: 10/11/18

STATE OF Maryland)
) ss
COUNTY OF Montgomery)

The Easement Agreement was acknowledged before me this 11 th day of October, 2018,
by CU CSG 1, LLC, a Colorado limited liability company.


Witness my hand and official seal.

(S E A L)

My commission expires:

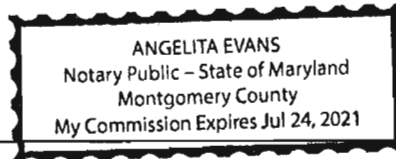


Exhibit A - Leased Property

"EXHIBIT A"
PAGE 1 OF 2

SOLAR LEASE AREA:

A SOLAR LEASE AREA EXISTING OVER AND ACROSS A PORTION 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 MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17, BEING A FOUND 3 1/4" ALUMINUM CAP IN A RANGE BOX LS 30109 AS SHOWN AND DESCRIBED HEREON, AND CONSIDERING THE LINE TO THE MONUMENT LOCATED AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING A FOUND 3 1/4" ALUMINUM CAP IN A RANGE BOX LS 30109 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°18'59" WEST; THENCE NORTH 34°53'25" EAST, A DISTANCE OF 1023.01 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 272.99 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 425.42 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 272.99 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 425.42' MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED LEASE AREA CONTAINING 116,133 SQ. FT. OR 2.67 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
C.O. PLS# 38127

PROJECT LOCATION:
5360 IMBODEN
COUNTY OF ADAMS,
STATE OF COLORADO

Exhibit A - Leased Property (cont)

"EXHIBIT A"
PAGE 2 OF 2

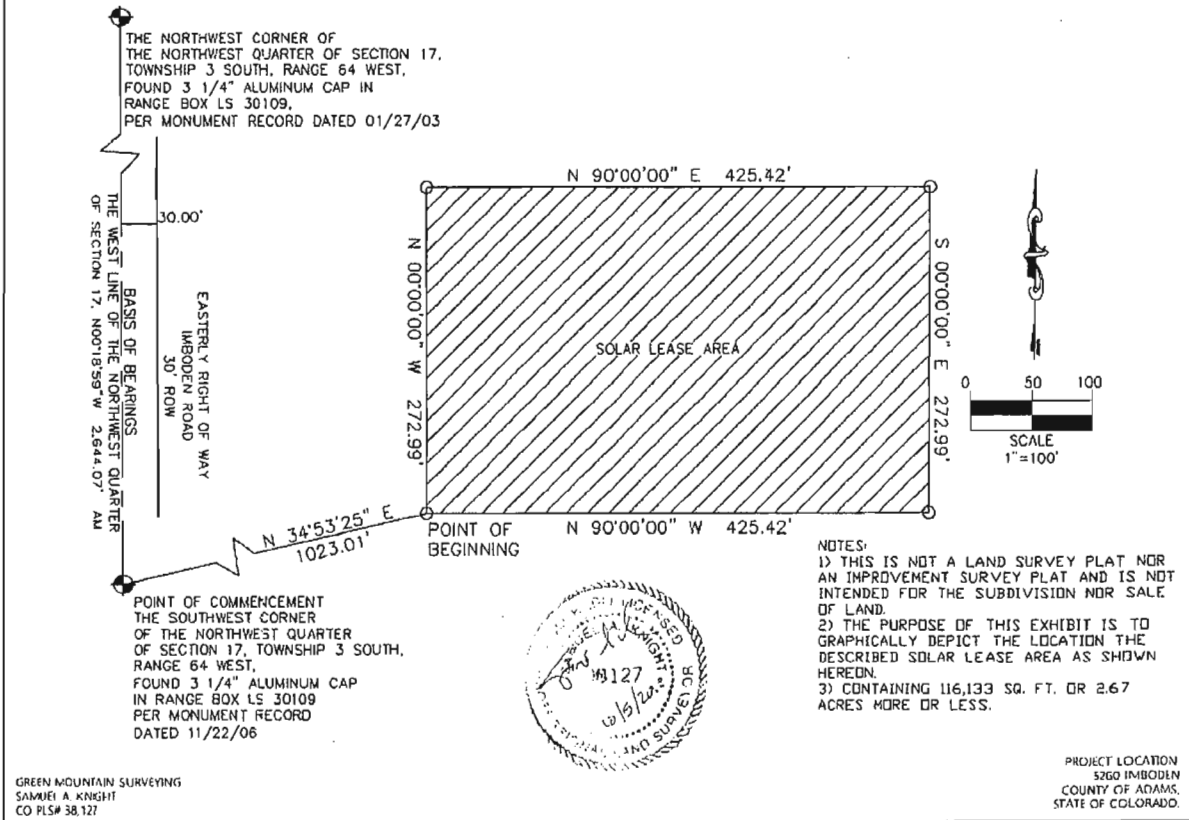


Exhibit B - Access Easement Area

"EXHIBIT B"
PAGE 1 OF 2

ACCESS EASEMENT:

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION 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 MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17, BEING A FOUND 3 1/4" ALUMINUM CAP IN A RANGE BOX LS 30109 AS SHOWN AND DESCRIBED HEREON, AND CONSIDERING THE LINE TO THE MONUMENT LOCATED AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING A FOUND 3 1/4" ALUMINUM CAP IN A RANGE BOX LS 30109 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°18'59" WEST; THENCE NORTH 01°22'00" EAST, A DISTANCE OF 1071.52 MORE OR LESS TO THE EASTERLY EDGE OF THE IMBODEN RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE NORTH 00°18'59" WEST ALONG SAID EASTERLY RIGHT OF WAY FOR IMBODEN ROAD, A DISTANCE OF 24.05 FEET; THENCE SOUTH 76°46'35" EAST, A DISTANCE OF 8.24 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 89.50 FEET TO THE WESTERLY EDGE OF A SOLAR LEASE AREA; THENCE SOUTH 00°00'00" EAST ALONG SAID WESTERLY EDGE OF A SOLAR LEASE AREA, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 88.83 FEET; THENCE SOUTH 75°48'06" WEST, A DISTANCE OF 8.83 FEET MORE OR LESS TO THE POINT OF BEGINNING SAID DESCRIBED ACCESS EASEMENT CONTAINING 1996 SQ. FT. OR 0.05 ACRES MORE OR LESS.



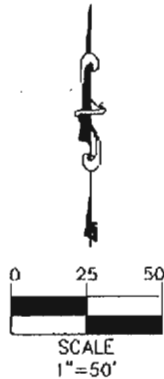
GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PI 54 38127

PROJECT LOCATION:
5200 IMBODEN
COUNTY OF ADAMS,
STATE OF COLORADO

Exhibit B - Access Easement Area (cont)

"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



THE WEST LINE OF THE NORTHWEST QUARTER
OF SECTION 17, N00°18'59" W, 2,644.07' AM

EASTERLY RIGHT OF WAY
IMBODEN ROAD
30' ROW

30.00'

POINT OF
BEGINNING

LINE TABLE:

- 1) N 01°22'00" E 1021.52'
- 2) N 00°18'59" W 24.05'
- 3) S 76°46'35" E 8.24'
- 4) N 90°00'00" E 89.50'
- 5) S 00°00'00" E 20.00'
- 6) N 90°00'00" W 88.83'
- 7) S 75°48'06" W 8.83'

ACCESS
EASEMENT

NOTES:

- 1) THIS IS NOT A LAND SURVEY PLAT NOR AN IMPROVEMENT SURVEY PLAT AND IS NOT INTENDED FOR THE SUBDIVISION NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO GRAPHICALLY DEPICT THE LOCATION THE DESCRIBED ACCESS EASEMENT AS SHOWN HEREON.
- 3) CONTAINING 1966 SQ. FT. OR 0.05 ACRES MORE OR LESS.

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



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO. PLS# 38127

PROJECT LOCATION
5260 IMBODEN
COUNTY OF ADAMS,
STATE OF COLORADO