

Appendix A14

Letter of Agreement – 2150 S County Road 129

1-Q24-063-Application Documents

Canyon Peak Power Arapahoe County 1041/USR Application Q24-063

December 5, 2024

VIA ELECTRONIC MAIL

Ronald and Mary Anne Otto
2150 S County Road 129
Bennett, CO 80102-8416

Re: Letter Agreement – Grant of Pipeline Easement

Dear Mr. Otto:

This letter agreement (this "Letter Agreement") is made by and between Ronald Otto and Mary Anne Otto ("Grantor") and Canyon Peak Power LLC, a Delaware limited liability company ("Grantee"), and sets forth the mutual understanding and agreement regarding certain matters relating to that certain Grant of Pipeline Easement in the form attached hereto as **Exhibit A** (the "Easement Agreement"). Capitalized terms not herein defined shall have the meanings set forth in the Easement Agreement.

By the execution of this Letter Agreement, Grantor agrees to and acknowledges that the easement and related improvements and infrastructure set forth in the Easement Agreement shall be in the locations and the approximate sizes depicted in **Exhibit B** attached hereto. By execution of this Letter Agreement, Grantors agree to grant to Grantee an easement in the locations generally depicted in Exhibit B.

Upon Grantee's (i) confirmation that the Pipeline Easement Area is suitable to develop the Pipelines and the Above-Ground Appurtenances in accordance with the Easement Agreement, and (ii) receipt of the final legal descriptions for the Easement Agreement, Grantor agrees to execute the Easement Agreement. Within five (5) business days after Grantee records the Easement Agreement, Grantee agrees to and shall pay to Grantor [REDACTED] (the "Initial Payment"). Upon Grantee obtaining approval of its 1041 Permit for the Canyon Peak Power peaking plant from Arapahoe County, Colorado, within thirty (30) days after the expiration of any appeal periods in which an appeal is not initiated, Grantee shall pay to Grantor [REDACTED] (the "Easement Payment").

This Letter Agreement represents the entire agreement of the parties with respect to the matters addressed herein and all prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Letter Agreement. No supplement, modification or amendment of this Letter Agreement shall be binding

unless in writing and executed by Grantor and Grantee. This Letter Agreement may be executed in counterparts and delivered electronically, with each counterpart deemed an original and, taken together, shall constitute one and the same instrument.

Sincerely,

Canyon Peak Power LLC

By: William Lee Davis
Name: William Lee Davis
Title: CEO

AGREED TO AND ACCEPTED BY:

Ronald Otto
Ronald Otto

Mary Anne Otto
Mary Anne Otto

Exhibit A to Letter Agreement

The Easement Agreement

See attached.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Canyon Peak Power LLC
c/o Kindle Energy LLC
500 Alexander Park Drive, Suite 300
Princeton, NJ 08540
Attn: Legal Department

(Space above this line for Recorder's use only)

GRANT OF PIPELINE EASEMENT

This Grant of Pipeline Easement (this “***Grant of Easement***”), dated as of _____, 2024 (the “***Effective Date***”), is from Ronald Otto and Mary Anne Otto, as tenants in common (“***Grantor***”), a with an address of 2150 S County Road 129, Bennett, Colorado 80102, to Canyon Peak Power LLC, a Delaware limited liability company (“***Grantee***”), with an address of 500 Alexander Park Drive, Suite 300, Princeton, New Jersey 08540.

For and in consideration of the covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, and subject to the terms and conditions of this Grant of Easement and subject to all existing rights of record, Grantor grants unto Grantee, its successors and assigns, for and during the Term, an exclusive easement on, over, under, and across a portion of Grantor's property described on **Exhibit A** (the “***Pipeline Easement Area***”) for underground pipelines for the transportation of natural gas, gas products, by-products and derivative substances and water (the “***Pipelines***”) and associated above-ground equipment, including markers, drips, valves, fittings, metering equipment, cathodic equipment, communication equipment, including upgrades or replacements of such equipment (the “***Above-Ground Appurtenances***”), together with the right of ingress and egress to the Easement Area on existing roads, to the extent Grantor has the right to grant such rights of ingress and egress to the Easement Area (the “***Pipeline Easement***”).

For the same consideration, Grantor does also hereby grant, bargain, sell and convey unto Grantee and its third party designees, contractors, subcontractors, agents and representatives, the right to conduct operations on any surface site locations on the Pipeline Easement Area, including but not limited to the continuing right of ingress and egress and the right to utilize those certain surface site locations associated with the transportation of hydrocarbons and non-hydrocarbons, together with the rights to access and utilize all related equipment and facilities as part of Grantee and its third party designees operations on said surface site locations (the “***Surface Easement***”).

In addition to the foregoing, Grantor hereby grants to Grantee a temporary, non-exclusive easement in and to a portion of Grantor's property described in **Exhibit B** (the “***Temporary Construction Easement Area***”, together with the Pipeline Easement Area, the “***Easement Area***”) for use by Grantee or its permittees for construction needs, including, but not limited to, construction staging, temporary parking, and short term storage of machinery, equipment, construction materials and supplies, and such other purposes as may

be reasonably necessary in connection therewith over the Temporary Construction Easement Area, together with the right of vehicular and pedestrian ingress and egress over those portions of the Pipeline Easement Area and the Temporary Construction Easement Area reasonably necessary for convenience to access the Temporary Construction Easement Area (the “**Temporary Construction Easement**”, together with the Pipeline Easement and the Surface Easement, the “**Easement**”).

1. Scope of Easement. The Easement is solely for the purposes of accessing, surveying (including civil, environmental, cultural and geotechnical surveys), clearing, excavating, trenching, laying, installing, constructing, operating, maintaining, testing, inspecting, repairing, removing and abandoning the Pipelines and Above-Ground Appurtenances, and restoring and reclaiming the Easement Area.

2. Term.

a) The Pipeline Easement and Surface Easement shall commence on the Effective Date and remain in force for a term of twenty-seven (27) years from the Effective Date and so long thereafter as the Pipelines and Above-Ground Appurtenances are utilized for the transportation and metering of natural gas, gas products, by-products or derivative substances or water without a cessation of operations of two (2) consecutive years (the “**Term**”). Grantor will record this Grant of Easement in the Office of the Clerk and Recorder of Arapahoe County, Colorado. Within one hundred and eighty (180) days after abandonment or termination or expiration of this Grant of Easement, Grantee shall remove the Pipelines and Above-Ground Appurtenances and restore and reclaim the Pipeline Easement Area to as near a condition as existed prior to the construction of the Pipelines as is reasonably practicable. The Pipeline Easement, Surface Easements, rights of ingress and egress granted herein, and the other terms and conditions of this Grant of Easement shall survive the termination or expiration hereof for the sole purpose of Grantee’s restoration and reclamation of the Easement Area in accordance with this Grant of Easement and all applicable law. Upon completion of restoration and reclamation, as determined by Grantor in its reasonable discretion, Grantee shall promptly execute and deliver to Grantor an acknowledgment of termination of the Easement in recordable form.

b) The Temporary Construction Easement commence on the Effective Date and shall expire thirty (30) months following the Effective Date.

3. Maintenance and Repair. During the Term, Grantee shall, at its sole cost and expense (a) operate and maintain the Pipelines and Above-Ground Appurtenances in good order and repair, and (b) promptly repair and restore any damage to the Easement Area or Grantor’s lands caused by Grantee’s operations related to its use of the Easement Area.

4. Permits. Grantor shall cooperate, at no out-of-pocket cost to Grantor, with Grantee to obtain any necessary permits, licenses, or land use approvals necessary for access to the Easement Area or the construction or operation of the Pipelines or Above Ground Appurtenances within the Easement Area.

5. Binding on Successors and Assigns. The rights and obligations of the parties under this Grant of Easement constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Compliance with Laws. Grantee shall conduct all operations in and under the Easement Area in compliance with all applicable law.

7. Indemnity. Grantee shall defend, indemnify, and hold Grantor, its affiliates, its and their respective officers, directors, shareholders, members, partners, employees, contractors, and agents, and the successors and assigns of all the foregoing (the “**Indemnified Parties**”) harmless from and against any and

all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, interest or losses, (including reasonable attorney's fees and expenses), together with all other costs and expenses of any kind or nature, arising from the conduct or activities, or the use of, ingress to, or egress from the Easement Area by Grantee, or its or their agents, employees, or contractors pursuant to this Grant of Easement or related thereto. The provisions of this Section 7 shall survive the expiration or termination of this Grant of Easement.

8. No Representations or Warranties. Grantor makes no representation or warranty of title to the surface estate, subsurface estate, pore space within or any other estate or interest in the Easement Area or any other lands of Grantor or to any rights of access to the foregoing. This Grant of Easement is expressly made subject to any and all existing easements, rights of way, liens, agreements, encumbrances, restrictions and other matters affecting the Easement Area or other lands of Grantor.

9. Choice of Law. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions. Any litigation under this Grant of Easement shall be brought and maintained in the appropriate courts in Arapahoe County, Colorado and the parties consent to personal jurisdiction in the State of Colorado.

10. Interpretation. As used in this Grant of Easement: (a) "applicable law" means any law, ordinance, principle of common law, code, rule, regulation, statute, act, treaty, or order of general applicability of any governmental authority, including rules and regulations promulgated thereunder; (b) "include" or "including" means including without limiting the generality of the description preceding such term; (c) the word "or" is not exclusive, unless otherwise expressly stated; (d) the phrase "this Grant of Easement" and the terms "hereof," "herein," "hereby," and derivatives or similar words refer to this entire Grant of Easement and Exhibit A hereto, which is incorporated herein; and (e) the headings of the Sections are for convenience only and shall not be used in the interpretation of this Grant of Easement.

11. Entire Agreement. This Grant of Easement represents the entire agreement and understanding with respect to the subject matter of this Grant of Easement and supersedes any and all prior oral and written agreements, arrangements and understandings between the parties.

12. Counterparts. This Grant of Easement may be executed in counterparts, both of which shall be deemed an original instrument but which together shall constitute one and the same instrument.

[signature pages follow]

This Grant of Easement is executed by the parties as of the Effective Date.

Grantor:

Ronald Otto

Mary Anne Otto

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by
Ronald Otto and Mary Anne Otto.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

Grantee:

CANYON PEAK POWER LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of Canyon Peak Power LLC, a Delaware limited liability company.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

EXHIBIT A
TO GRANT OF PIPELINE
EASEMENT PIPELINE EASEMENT
AREA

[to be attached]

EXHIBIT B
TO GRANT OF PIPELINE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT AREA

[to be attached]

The Easement Location

