

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this ___ day of _____, 2024, by and between the BOARD OF EDUCATION OF THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1, a political subdivision of the State of Colorado (hereinafter "Grantor"), whose address is 620 Wilcox Street, Castle Rock, Colorado 80104, and Comcast of Colorado IX, LLC, a Colorado limited liability company (hereinafter "Grantee"), whose address is 8000 E Iliff Ave, Denver, CO 80231. Grantor and Grantee are referred to collectively herein as the "Parties" and singularly as a "Party."

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as commonly known as Trailblazer Elementary School and located at 9760 S. Hackberry Street, Highlands Ranch, Colorado 80129 ("Grantor Property"); and

WHEREAS, Grantee desires an easement on, over, and across a portion of the Grantor Property in the area depicted on Exhibit A, attached hereto and incorporated herein (the "Easement Area") to construct, install, remove, replace, add to, maintain, and repair a broadband communications system consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications (collectively, the "Improvements"); and

WHEREAS, Grantor is willing to grant to Grantee a perpetual and nonexclusive easement for such purposes on, over, and across the Easement Area subject to the terms and conditions of this Easement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference.
2. Grant of Perpetual and Non-Exclusive Easement. Grantor hereby grants and conveys to Grantee and its agents, employees, and contractors a non-transferable, perpetual, and non-exclusive easement in gross on, over, and across the Easement Area to construct, install, remove, replace, add to, maintain, and repair the Improvements, together with the right of ingress to and egress from the Easement Area by means of existing roads located on or adjacent to the Grantor Property.
3. Use by Grantor. Grantor retains the right to use the surface of the Easement Area for any purpose which does not unreasonably interfere with the Grantee's use of the Easement Area.
4. Maintenance. Grantee, at Grantee expense, shall construct, install, remove, replace, add to, maintain, repair, and operate the Improvements in a good and workmanlike manner. Any construction, installation, removal, replacement, addition, maintenance, repair or operation of the Improvements or other work performed in the Easement Area shall be done outside of the Grantor's school hours, as set by Grantor in its sole discretion.

5. No Additional Uses. Use of the Easement Area by Grantee, its employees, authorized agents and contractors shall be for the sole and exclusive purposes contained herein, and this Easement shall not be construed as a dedication of the Easement Area or a grant of uses beyond those contemplated herein.

6. Notice. Grantee shall notify Grantor a minimum of forty-eight (48) hours prior to entering the Easement Area to commence construction of the Improvements or to perform any construction, installation, removal, replacement, addition, maintenance, repair, or operation activities, except in the event of an emergency, in which case notice shall be provided as soon as practicable.

7. Repair and Restoration. Upon the completion of any work authorized by this Easement, Grantee, at Grantee expense, shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to their original grade and condition. Grantee, at Grantee expense, shall revegetate any disturbed native vegetation within and adjacent to the Easement Area with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

8. Removal of Equipment. Upon completion of any work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment used to perform the work from the Easement Area, including construction equipment and materials staged and/or stored within the Easement Area, if any.

9. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials along the boundary of the Easement Area, or at a location to be mutually determined between the Parties. Grantor shall be prohibited from placing or constructing any fencing or structures within the Easement Area, unless specific written permission is obtained from Grantee.

10. Indemnification. **GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR AND GRANTOR'S PAST AND CURRENT DIRECTORS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING OUT OF THIS EASEMENT OR GRANTEE'S USE OF THE EASEMENT AREA.**

11. Insurance. Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Easement, at its sole cost and expense, the insurance described below:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in a, b, and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this Agreement and at each annual renewal thereafter for the term of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.
- f. To the extent allowed by law and available, Grantee shall include Grantor as an additional insured under the policies required above.

12. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Area by Grantee, its agents, employees or contractors, except those customarily used with regard to the equipment required to perform the maintenance and repair of the Improvements. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Area caused or permitted by Grantee results in any contamination of the Easement Area, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Area to the condition existing prior to the introduction of any such Hazardous Material to the Easement Area, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Area. As used in this Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

13. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents, employees, or contractors pursuant to this Easement.

14. Compliance with Laws. Grantee shall comply with and shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements.

15. Disclaimers. Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise.

16. Termination. Upon termination of this Easement, Grantee shall cease using the Improvements and, at Grantor's option and Grantee's expense, either remove the Improvements or allow them to remain in place.

17. Appropriations. Any financial obligations of the Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Easement.

18. No Waiver of Governmental Immunity. Grantor and its directors, agents, and employees, are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

19. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

20. Recording. Upon full execution hereof, Grantee shall record this Easement in the real property records of Douglas County, Colorado.

21. No Third-Party Beneficiaries. Nothing in this Easement shall be construed to give any rights or benefits to anyone other than the Parties.

22. Severability. In the event any of the provisions of this Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

23. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

24. Amendment. Any amendment shall be in writing and signed by both Parties.

25. Venue. Venue for any action hereunder shall be in the District Court of the County of Douglas, State of Colorado.

26. Counterparts. This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.

GRANTOR:

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
Name: _____
Title: _____

Attest:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 202 ____
by _____ as _____ of the Douglas County School District RE-1 and
_____ as the Board Secretary.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

Comcast of Colorado IX, LLC
a Colorado Limited Liability Company

Attest:

Diane L. Stewart

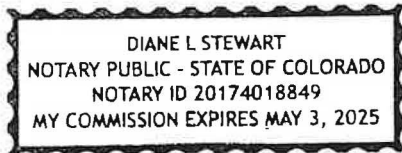
By: Travis Thetford
Travis Thetford
Vice President of Engineering, MWR

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 15 day of October, 2024
by Travis Thetford as Vice President of Engineering, MWR of Comcast of Colorado IX, LLC, a Colorado Limited
Liability Company.

Witness my hand and official seal.

My commission expires: May 3, 2025



Diane L. Stewart
Notary Public

EXHIBIT TO GRANT OF EASEMENT

EXHIBIT A

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CENTERLINE DESCRIPTION

THE CENTERLINE OF A BORE SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 8, FROM WHENCE THE CENTER QUARTER OF SAID SECTION 8 BEARS $N00^{\circ}24'19''W$ A DISTANCE OF 1325.61 FEET; THENCE $S70^{\circ}55'08''E$ A DISTANCE OF 1331.90 FEET TO THE POINT OF BEGINNING; THENCE $N32^{\circ}19'56''E$ A DISTANCE OF 65.00 FEET; THENCE ALONG A 189.95 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF $34^{\circ}09'46''$, AND CHORD BEARING $S74^{\circ}48'36''E$ A DISTANCE OF 111.59 FEET) AN ARC LENGTH OF 113.26 FEET; THENCE $N88^{\circ}07'13''E$ A DISTANCE OF 97.41 FEET THENCE $S04^{\circ}42'06''E$ A DISTANCE OF 75.76 FEET TO THE POINT OF TERMINUS.



EXHIBIT A

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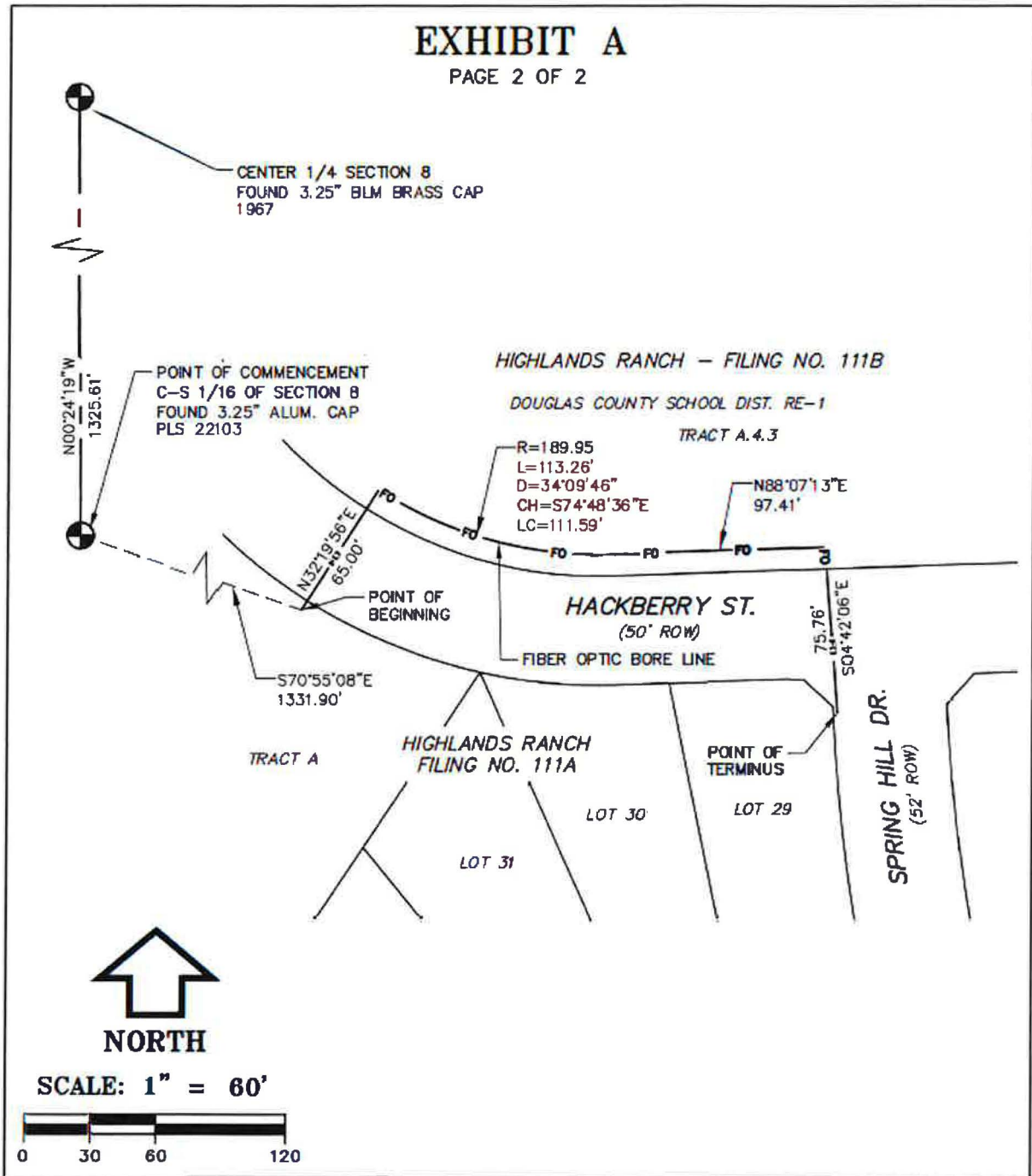


EXHIBIT			
SITUATED IN THE SE 1/4 OF SEC. 8, T6S, R68W OF THE 6TH P.M. DOUGLAS COUNTY, COLORADO			
DATE:	SCALE	JOB NO.:	
8/30/24	1"=60'	S245073	