

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Commerce City ("Grantor")**, and **Comcast of Colorado IX, LLC ("Grantee")**, a limited liability company whose address is 8000 E. Iliff Avenue, Denver, CO 80231.

WHEREAS, Grantor (s) and Grantee mutually wish to enter into this Grant of Easement;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which hereby acknowledged, it is hereby mutually covenanted and agreed by and between the parties hereto as follows:

1. Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "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, in, on, over, under, across and along that certain real property (the "Property") located in the municipality of Commerce City, County of Adams, State of Colorado located approximately at 10725 Wheeling St., Commerce City, Colorado and described as follows:

The property described in Exhibit A (the "Easement Property"), attached hereto and made a part hereof as if fully set forth herein.

2. Those facilities shall be underground only and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

3. Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit A to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit "A," during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other company within the boundaries of this easement.

4. Grantor reserves the right to occupy, install temporary or removable and replaceable objects, use, and landscape said easement for all purposes not inconsistent with the



rights granted to Grantee so long as said use does not materially damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement enlargement, reconstruction, improvement, inspection repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed.

5. After construction, repair, replacement or enlargement of any Grantee facilities on the Easement Property, the general surface of the ground shall be restored as nearly as reasonably can be done, given the existence of these Grantee facilities, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installation by the Grantee shall be removed from the Easement Property at the expense of the Grantee. The Grantee agrees that for a period of one year following construction which involves disturbance of the surface of the ground, the Grantee will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that occurs as a result of the work done by the Grantee within the Easement Property.

6. Grantor may authorize other new utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Easement Property, provided that they do not unreasonably interfere with the Grantee's rights herein granted, that public utilities crossing the Easement Property cross at approximately right angles (with appropriate spacing) and that no utilities be permitted to parallel the Grantee's facilities within ten (10) feet thereof.

7. The Grantee, at its sole cost and expense, shall be responsible for the maintenance of the Grantee facilities. The Grantee, at its own cost, shall promptly repair any damage to the Easement Property, or any of the adjoining premises, as a result of the Grantee's use or work or as otherwise agreed to in writing by the parties.

8. The Grantee, in conducting any activity in the Easement Property, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders.

9. Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

10. The Grantee shall require all contractors and subcontractors performing work on or about the Easement Property to take all necessary safety measures consistent with this Easement Agreement with respect to the construction and maintenance activities. The Grantee shall, prior to entering upon the Easement Property, obtain, keep in force and maintain or cause each of the Grantee's prime contractors to maintain a policy of commercial general liability,



combined single limit, bodily injury and property damage and liability insurance. This insurance policy shall be primary and non-contributing and shall insure the Grantee and Grantor against all liability arising out of this Agreement, with policy coverage amounts of not less than One Million Dollars per occurrence and Two Million Dollars in the aggregate. Not less than ten days prior to the Grantee's entry on the Easement Property, the Grantee shall deliver to Grantor a certificate of insurance naming Grantor as an additional insured in accordance with the limits of this section.

11. The rights granted herein are without covenant of title or warranty of quiet possession of the Easement Property. Grantor makes no representations or warranties as to its ownership of the Property or its authority to grant the rights or conditions stated herein.

12. Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused. Further, the Grantee shall be solely responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the facilities located within the Easement Property or upon the Property, except to the extent such costs, claims or other expenses are caused by the acts of Grantor, or its servants or representatives. The Grantee will defend Grantor for any claims arising out of the foregoing.

13. The Grantee shall make timely payments to all workmen, materialmen, suppliers, and subcontractors and take all other action necessary or advisable to keep the Easement Property free of liens of any type and character. The Grantee will defend the City against any lien imposed or attempted to be imposed on the Easement Property. In connection with its exercise of the rights granted by this Agreement, the Grantee shall comply with all of Grantor's ordinances and regulations.

14. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

15. This Easement Agreement shall continue in effect so long as the rights are exercised by the Grantee, but may be terminated: (a) by the Grantee at any time by giving grantor written notice; (b) if the Grantee abandons or removes the System for which this Easement Agreement is granted; or (c) upon mutual written agreement of the parties. This Easement Agreement shall not be terminated based on any breach by the Grantee of any of the covenants or conditions outlined in this agreement; provided, however, that if the Grantee fails to cure any such breach within thirty (30) days following receipt of written notice from Grantor, Grantor shall have the right (in addition to any other right available to Grantor at law, other than the right to terminate the Easement Agreement) without further notice to cure the breach at the Grantee's expense, and the Grantee shall reimburse Grantor for the actual expenses incurred by Grantor in effecting such cure, not later than sixty (60) days following the Grantee's receipt from Grantor of a demand for payment accompanied by invoices evidencing Grantor's expenses. If the

Easement Agreement terminates for any reason , all right, title and interest of the Grantee hereunder shall cease and terminate, and the Grantor shall hold the Easement Property, as the same may then be, free from the rights so abandoned or released and shall immediately remove all material and structures of the Grantee so abandoned or released unless Grantor agrees to abandonment in place, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the abandonment or release of the Grantee's rights.

16. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of Adams County, Colorado.

17. The Grantee understands and agrees that the Grantor and its officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., ("CGIA") as may be amended from time to time, or otherwise available to the Grantor and its officers or employees.

18. Unless special provisions are attached hereto, the above and foregoing constitute the entire agreement between the parties 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 of this Agreement.

**Remainder of page left blank - signature pages to follow**

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

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Benjamin A. Huseman, Mayor  
City of Commerce City

ATTEST:

\_\_\_\_\_  
Dylan A. Gibson, CMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Brian Swann, Assistant City Attorney

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

*Remainder of page intentionally left blank*

**GRANTEE**  
COMCAST OF COLORADO IX, LLC

By: Bryan Thomas

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DENVER     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December 2020, by Bryan Thomas, Vice President of Comcast of Colorado IX, LLC

Witness my hand and official seal:



Diane L. Stewart  
Notary Public

My commission expires: May 3, 2021

*Remainder of page left intentionally blank*





**VARIABLE WIDTH UTILITY EASEMENT LEGAL DESCRIPTION  
LOT 2, TURNBERRY SCHOOL – PARK SUBDIVISION**

A VARIABLE WIDTH UTILITY EASEMENT LOCATED IN LOT 2, TURNBERRY SCHOOL – PARK SUBDIVISION AS RECORDED UNDER RECEPTION NO. 2008000058454 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A RANGE POINT LOCATED IN EAST 106<sup>TH</sup> PLACE WHENCE ANOTHER RANGE POINT ALSO LOCATED IN EAST 106<sup>TH</sup> PLACE BEARS S 89°23'44" W, A DISTANCE OF 310.13 FEET, ALL AS SHOWN ON SAID TURNBERRY SCHOOL – PARK SUBDIVISION, SAID RANGE POINTS BEING A 2" ALUMINUM CAP IN RANGE BOX STAMPED PLS 35593; THENCE ALONG THE 25 FOOT RANGE LINE S 89°23'44" W, A DISTANCE OF 60.88 FEET;

THENCE PERPENDICULAR TO SAID RANGE LINE, N 00°36'16" W, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID TURNBERRY SCHOOL – PARK SUBDIVISION; THENCE ALONG THE WESTERLY LINE OF SAID LOT 2, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 108.00 FEET, A CENTRAL ANGLE OF 05°58'44", AN ARC LENGTH OF 11.27 FEET, WHOSE CHORD BEARS N 45°21'26" W, A DISTANCE OF 11.27 FEET; THENCE N 89°23'45" E, A DISTANCE OF 11.09 FEET TO AN ANGLE POINT OF A 8 FOOT UTILITY EASEMENT AS DESCRIBED ON SAID TURNBERRY SCHOOL – PARK SUBDIVISION, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY LINE OF SAID 8 FOOT UTILITY EASEMENT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 07°10'11", AN ARC LENGTH OF 12.51 FEET, WHOSE CHORD BEARS N 43°01'10" W, A DISTANCE OF 12.51 FEET;

THENCE N 89°32'44" E, A DISTANCE OF 75.00 FEET; THENCE S 00°27'16" E, A DISTANCE OF 3.00 FEET; THENCE N 89°32'44" E, A DISTANCE OF 319.05 FEET; THENCE N 00°27'16" W, A DISTANCE OF 7.00 FEET; THENCE N 89°32'44" E, A DISTANCE OF 4.00 FEET; THENCE N 00°22'07" W, A DISTANCE OF 26.29 FEET; THENCE N 89°37'53" E, A DISTANCE OF 7.00 FEET; THENCE N 00°22'07" W, A DISTANCE OF 273.97 FEET; THENCE S 89°37'53" W, A DISTANCE OF 2.00 FEET;



THENCE N 00°22'07" W, A DISTANCE OF 200.00 FEET; THENCE N 89°37'53" E, A DISTANCE OF 2.00 FEET; THENCE N 00°22'07" W, A DISTANCE OF 359.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 8 FOOT UTILITY EASEMENT;

THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY 8 FOOT UTILITY EASEMENT THE FOLLOWING SIX (6) COURSES:

1) ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 73°23'54", AN ARC LENGTH OF 8.97 FEET, WHOSE CHORD BEARS S 37°04'04" E, A DISTANCE OF 8.37 FEET; 2) S 00°22'07" E, A DISTANCE OF 857.81 FEET; 3) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 89°54'51", AN ARC LENGTH OF 10.99 FEET, WHOSE CHORD BEARS S 44°35'18" W, A DISTANCE OF 9.89 FEET; 4) S 89°32'44" W, A DISTANCE OF 344.82 FEET; 5) S 00°20'02" E, A DISTANCE OF 1.08 FEET; 6) S 89°23'47" W, A DISTANCE OF 49.76 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 7,279 SQUARE FEET OR 0.167 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS  
COLORADO LICENSED LAND SURVEYOR NO. 35585  
TRUE NORTH SURVEYING & MAPPING, LLC  
TN 20056 (LOT 2 - LDD)  
(ADAMS COUNTY ASSESSOR # 1721-12-4-17-004)



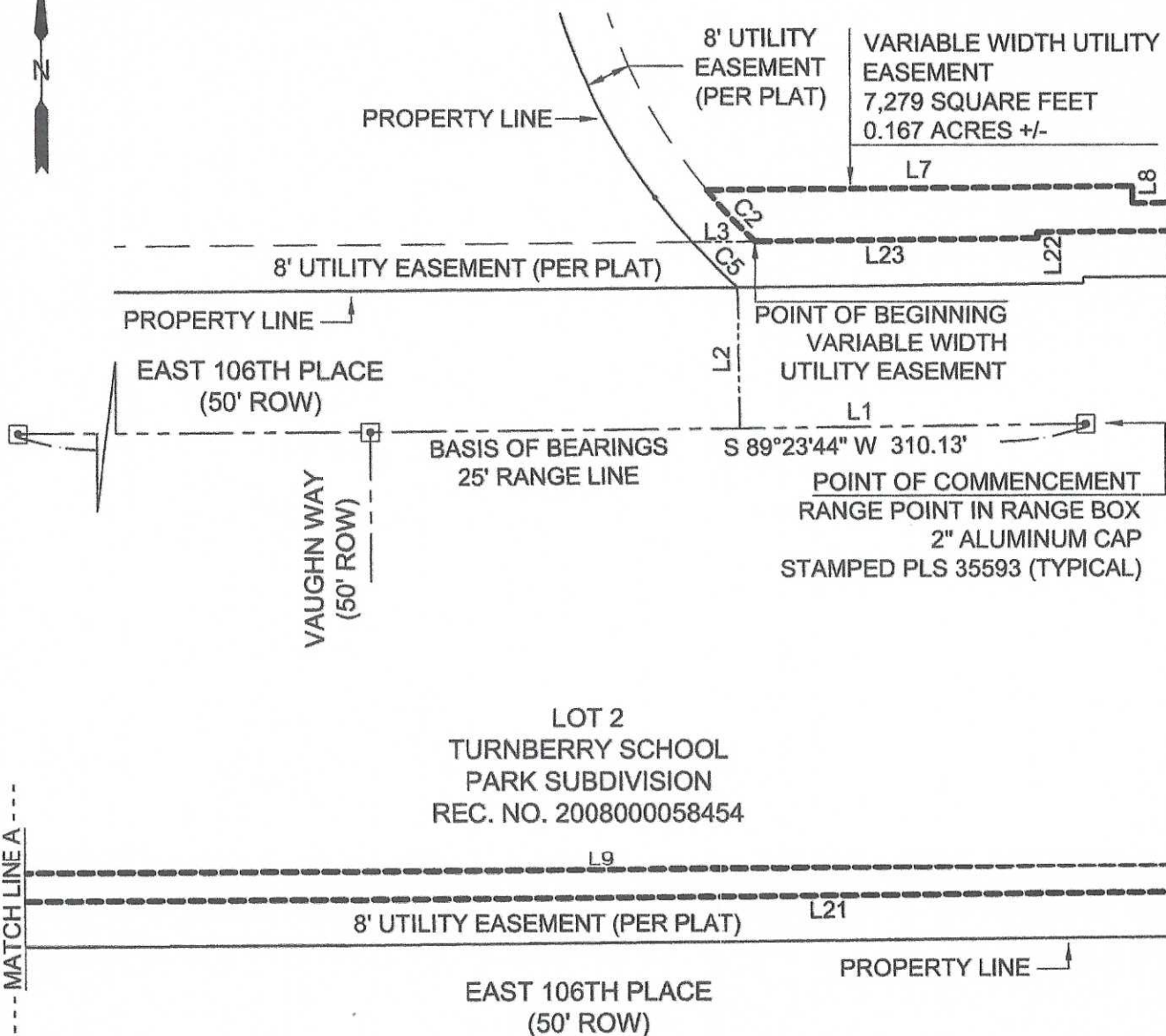
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

# EXHIBIT A

## PAGE 3 OF 7

LOT 1  
TURNBERRY SCHOOL  
PARK SUBDIVISION

LOT 2  
TURNBERRY SCHOOL  
PARK SUBDIVISION



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SE 1/4 SECTION 12  
T2S R67W 6TH P.M.  
ADAMS COUNTY, COLORADO



DATE	09/27/2020
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 20056
HORZ. SCALE	1" = 30'

R1

9623 Mallard Pond Way Littleton, Colorado 80125 [www.TRUE NORTHsurvey.com](http://www.TRUE NORTHsurvey.com) 303.484.8886 Our Passion Shows | Since 2008



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 the certification shown hereon.

# EXHIBIT A

## PAGE 5 OF 7

SE 1/4 SECTION 12  
T2S R67W 6TH P.M.  
ADAMS COUNTY, COLORADO

LOT 2  
TURNBERRY SCHOOL  
PARK SUBDIVISION  
REC. NO. 2008000058454

--- MATCH LINE D ---

L17

L16

L20

8' UTILITY EASEMENT (PER PLAT)

WHEELING STREET  
(50' ROW)

PROPERTY LINE

--- MATCH LINE C ---

L14

LOT 2  
TURNBERRY SCHOOL  
PARK SUBDIVISION  
REC. NO. 2008000058454

--- MATCH LINE E ---

L19

L18

8' UTILITY EASEMENT (PER PLAT)

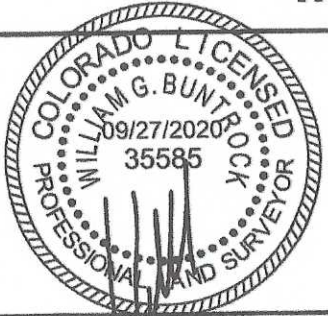
WHEELING STREET  
(50' ROW)

PROPERTY LINE

--- MATCH LINE D ---

L17

L20



R1

DATE	09/27/2020
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 20056
HORZ. SCALE	1" = 30'



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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# EXHIBIT A

## PAGE 6 OF 7

SE 1/4 SECTION 12  
T2S R67W 6TH P.M.  
ADAMS COUNTY, COLORADO

EAST 108TH AVENUE  
(64' ROW)

LOT 2  
TURNBERRY SCHOOL  
PARK SUBDIVISION  
REC. NO. 2008000058454

L19

8' UTILITY EASEMENT (PER PLAT)

PROPERTY LINE

WHEELING STREET  
(50' ROW)

LOT 2  
TURNBERRY SCHOOL  
PARK SUBDIVISION  
REC. NO. 2008000058454

L19

8' UTILITY EASEMENT (PER PLAT)

PROPERTY LINE

WHEELING STREET  
(50' ROW)

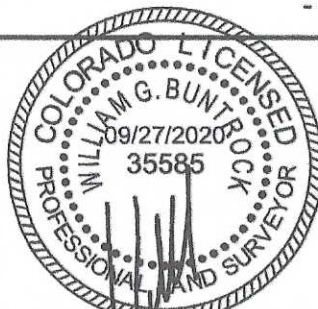
--- MATCH LINE F ---

--- MATCH LINE E ---

--- MATCH LINE F ---



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R1

DATE	09/27/2020
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 20056
HORZ. SCALE	1" = 30'



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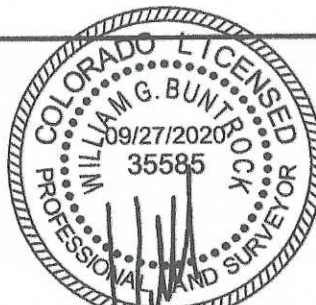
# EXHIBIT A

## PAGE 7 OF 7

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C2	7°10'11"	100.00'	12.51'	N 43°01'10" W	12.51'
C3	73°23'54"	7.00'	8.97'	S 37°04'04" E	8.37'
C4	89°54'51"	7.00'	10.99'	S 44°35'18" W	9.89'
C5	5°58'44"	108.00'	11.27'	N 45°21'26" W	11.27'

LINE	BEARING	DISTANCE
L1	S 89°23'44" W	60.88'
L2	N 00°36'16" W	25.00'
L3	N 89°23'45" E	11.09'
L7	N 89°32'44" E	75.00'
L8	S 00°27'16" E	3.00'
L9	N 89°32'44" E	319.05'
L10	N 00°27'16" W	7.00'
L11	N 89°32'44" E	4.00'
L12	N 00°22'07" W	26.29'
L13	N 89°37'53" E	7.00'
L14	N 00°22'07" W	273.97'
L16	S 89°37'53" W	2.00'
L17	N 00°22'07" W	200.00'
L18	N 89°37'53" E	2.00'
L19	N 00°22'07" W	359.27'
L20	S 00°22'07" E	857.81'
L21	S 89°32'44" W	344.82'
L22	S 00°20'02" E	1.08'
L23	S 89°23'47" W	49.76'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



R1

DATE	09/27/2020
DRAWN	BB
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