

**EASEMENT FOR FIBER OPTIC FACILITIES &
STRUCTURES**

KNOW ALL MEN BY THESE PRESENT: That the **CITY OF BRIGHTON, COLORADO, a Colorado home rule municipal corporation**, hereinafter referred to as Grantor, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for underground fiber facilities, communication lines, and fiber structures when set on the following described property, do hereby grant and convey unto the **ALLO Brighton, LLC, a Nebraska limited liability company**, hereinafter referred to as Grantee, its lessees, successors and assigns, the non-exclusive permanent right, privilege and easement, subject to all terms and conditions herein, to construct, reconstruct, operate and remove all necessary underground fiber facilities, communication lines, and fiber structures in connection therewith, on, under, and across the following property situated in Adams County, Colorado, more particularly described as follows:

**A Tract of land located within the Northeast 1/4 of Section 13,
Township 1 South, Range 67 West of the 6th P.M., the town of
Brighton, Adams County, Colorado, more particularly described
as follows:**

A 10.0' UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE OF A PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE TOWN OF BRIGHTON, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 00°09'00" W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1,186.50 FEET TO THE SOUTHEAST CORNER OF THE EXCEPTION IN BOOK 3155 AT PAGE 921, ADAMS COUNTY RECORDS, SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING S 00°09'00" W ALONG SAID EAST LINE A DISTANCE OF 96.40 FEET TO THE SOUTHEAST CORNER OF PARCEL A AS DESCRIBED IN SAID BOOK 3155 AT PAGE 921; THENCE N 89°33'00" W ALONG THE SOUTH LINE OF SAID PARCEL A FOR A DISTANCE OF 449.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF OLD BRIGHTON ROAD; THENCE N 25°18'00" E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 130.45 FEET TO THE NORTHWEST CORNER OF PARCEL B AS DESCRIBED IN BOOK 3155 AT PAGE 921; THENCE S 86°21'32" E ALONG THE NORTHERLY LINE OF SAID PARCEL B AND ALONG THE SOUTHERLY LINE OF THE EXCEPTION AS DESCRIBED IN SAID BOOK 3155 AT PAGE 921, FOR A DISTANCE OF 394.79 FEET TO THE TRUE POINT OF BEGINNING AND ENDING THERE.

The underground fiber facilities, communication lines, and fiber structures herein contemplated shall be located on the Easement Property as shown on the attached **Exhibit "A"**. Grantee shall ensure that the underground fiber facilities, communication lines, and fiber structures maintain a minimum distance of 18 inches in all directions from all existing utilities within the Easement Property.

Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the Easement Property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction, operation, maintenance, inspection, and removal of said underground fiber facilities, communication lines, and fiber structures to the extent such use or ingress and egress does not unreasonably interfere with Grantor's rights of ingress and egress, site improvements and its use said Easement Property.

Grantee shall also have the right at any time to trim or remove such trees and underbrush on the Easement Property as may in any way endanger or interfere with the safe operation of the underground fiber facilities, communication lines, and fiber structures used in connection therewith.

Grantee shall also at all times exercise all due care and diligence to avoid injury or damage to all persons or property, including but not limited to all personal property, the landscaping, and improvements of Grantor, and Grantee shall indemnify, defend and hold harmless Grantor from any such damage and loss arising or occurring to persons or property by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures. Grantee shall repair any damage and loss arising or occurring to Grantor's property solely by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures.

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

[Remainder of page intentionally left blank; signature page follows.]

Signed the _____ day of _____ 2023.

CITY OF BRIGHTON, COLORADO, a Colorado home rule municipal corporation

Signature: _____

Printed Name: Michael Martinez

Title: City Manager

**STATE OF COLORADO
COUNTY OF ADAMS**

On this _____ day of _____, 2023, before me the undersigned, a Notary Public duly commissioned for and qualified in said County and State, personally came Michael Martinez to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the _____ day of _____, 2023.

Notary Public

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

[Acknowledgements continue on following page.]

TENANT: ALLO Brighton, LLC, a Nebraska limited liability company

DocuSigned by:
By: *Brad Moline*

B00BF8EE8C144BB
Its: President and CEO

Name: Bradley A. Moline

Exhibit "A"

