

DOCUMENT NO.

**CORPORATE  
CONVEYANCE OF  
EASEMENT**

**EASEMENT AGREEMENT EFFECTIVE AS OF JULY 27, 2018**

For the good and valuable consideration outlined in the parties' Confidential Addendum to the Easement Agreement and for themselves, their successors and assigns:

Park Theater Mall, LLC ("Grantor")

hereby grants and conveys to TDS Broadband Service LLC and its successors ("Grantee"), an easement to construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, ducts, guys, anchors and conduits, and for appurtenances for communication and/or other purposes upon, in, under, over, across, and along that certain real property in the Township of Estes Park, Larimer County, State of Colorado described as follows:

**A section across, through and under the northern ten foot (10') section of the exposed ground portion at the south end of Lots 17, 18 and 19.**

Said easement being generally depicted on the attached "Exhibit A" made part hereof (the "Easement Area").

Notwithstanding anything to the contrary herein, Grantee shall not excavate or otherwise disturb the soil in the Easement Area below a depth of twenty-four inches (24").

116 E. ELKHORN AVE Parcel Identification Number 3525120017  
Easement Address

**SECTION 25 TOWNSHIP 5N RANGE 73W TOWNSHIP NAME ESTES PARK**

**The Grantee** and its successors shall have the right to control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the operation of and access to facilities within the Easement Area by coordinating with Grantor or its successors and assigns.

**The Grantee** and its successors agree to indemnify and hold harmless the Grantor from injuries and property damage arising from Grantee's negligence or willful misconduct in exercising the rights herein granted.

**The Grantee**, for itself and its successors agrees that it will pay the reasonable value of actual physical damage done to the property of Grantor, its heirs, successors and assigns, arising at any time out of Grantee's exercise of the rights herein granted. Furthermore, Grantee agrees that it will reasonably restore any disturbed lands within the Easement Area to their original state (excepting changes or damage caused by forces outside of Grantee's control) immediately following Grantee's construction or use of the site. Grantor agrees not to construct any structure that would unreasonably interfere with Grantee's use of the Easement Area as permitted herein.

**Grantor** covenants that any structure erected upon the Easement Area that could interfere with Grantee's use of said Easement Area or this covenant shall provide for access by Grantee to its cables and communications equipment and this covenant shall be binding upon Grantor's successors, heirs, and assigns. Grantee agrees that with respect to the

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The instrument was drafted by: TDS Baja Broadband  
Insertions & Edits by: JDP; EMK; Attorney Glenn D. Malpeide

construction of any structure on or near the Easement Area, Grantor reserves the right to relocate this easement at Grantor's sole cost to a location that serves the interest of both parties while adhering to the basic tenets of this Agreement.

**Grantor** agrees that all facilities consisting of underground cables and wires, and all appurtenances for communication and/or other purposes, installed on the Easement Area at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee at Grantee's expense which shall include all costs of remediation to reasonably restore the Easement Area to the same state it was prior to removal of such Grantee property (excepting changes or damage caused by forces outside of Grantee's control).

**Grantor** reserves the reasonable right to terminate this easement if Grantee fails to adhere to the terms of this Agreement after receiving written notice of the breach from Grantor and 30 days in which to cure the breach.

**Both Parties** agree that a Confidential Addendum between Grantor and Grantee exists as an integral part of this Easement Agreement which is confidential in nature and, therefore, the terms thereof have not been set forth in this document. With respect to any conflicting terms between the Confidential Addendum and this Easement Agreement, the terms of this Easement Agreement shall govern.

**Both Parties** agree that, should a legal dispute arise from or be related to this Agreement, the prevailing party shall be entitled to the recovery of any costs and reasonable attorney fees incurred to resolve such dispute.

[SIGNATURE PAGE FOLLOWS]

**Grantor Acknowledgement**  
The undersigned, Grantor with full right and authority hereof, hereby executes, grants and conveys said rights of easement herein to the Grantee as a free act of deed and agrees to be bound by all the covenants, terms and conditions herein, as evidenced by their signature below:

\_\_\_\_\_  
Park Theater Mall, LLC  
Name of Company

Dated: 7-27-2018

By: Sharon L Seeley

\_\_\_\_\_  
Sharon L. Seeley, Managing Member  
Printed Name

State of Colorado )  
                                  )  
County of Larimer )

I, Glenn D Malpiede (name and style of officer) hereby certify that Sharon L. Seeley whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 27<sup>th</sup> day of July, 2018.

Glenn D. Malpiede  
Notary Public in and for said  
County in said State

**Grantee Acknowledgement**

The undersigned, Grantee with full right and authority hereof, hereby accepts and receives said rights of easement herein granted by Grantor as a free act of deed and agrees to be bound by all the covenants, terms and conditions herein, as evidenced by their signature below:

IDS Broadband Service LLC  
Name of Corporation

By: [Signature] Dated: 8/7/2018

\_\_\_\_\_  
NATE STANISLAWSKI MANAGER - ROUTE ACQUISITION  
Printed Name and Office

State of Wisconsin )  
County of Dane )

I, Erin M. Keesecker (name and style of officer) hereby certify that Nathan Stanislawski whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the 7<sup>th</sup> day of August, 2018.

Given under my hand this 7<sup>th</sup> day of August, 2018.  
[Signature]  
Notary Public in and for said  
County in said State



**EXHIBIT A**

Image is for illustration purposes only and may not represent exact dimensions or locations.

