

After recording, please return to:

Lumen Technologies
c/o ROW/Dark Fiber
931 14th Street
Denver, CO 80202

Prepared by:
NRE ROW – SelectROW

RECORDING INFORMATION ABOVE

Grantor: TOWN OF PITKIN
Grantee: Qwest Corporation, d/b/a CenturyLink QC
Parcel: 3691-102-14-009 / 3691-102-15-001

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, d/b/a CenturyLink QC**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of **Attn.: ROW/Dark Fiber, 931 14 St., Denver, CO 80202**, a perpetual, exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across the following property located in the County of Gunnison, State of Colorado, which Grantor owns (“Easement Tract”):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor’s lands to and from the Easement Tract;
and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____, 2024.

GRANTOR:
TOWN OF PITKIN

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by _____, as _____, of _____
_____, a _____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

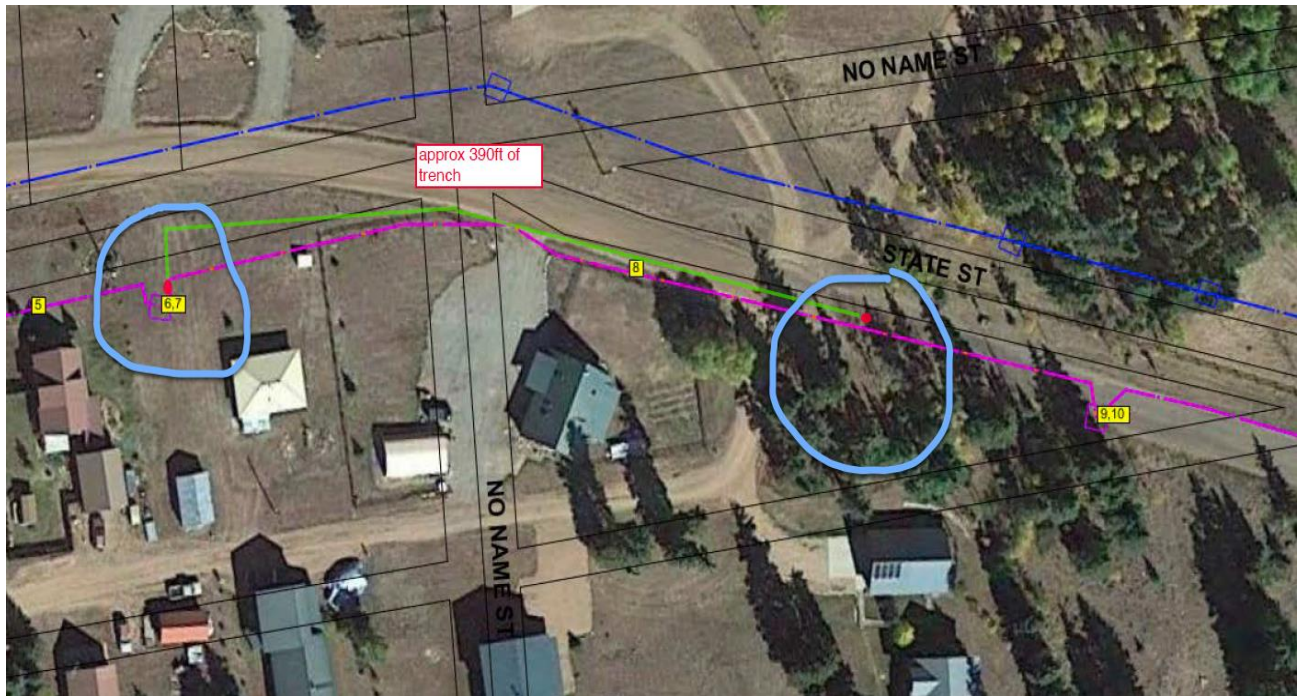
(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract



*****THE EASEMENTS STARTING POINT AND ENDING POINT IS CIRCLE IN BLUE****

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. THIS MUST BE ON THE MAP.