



Right Of Way Easement

KNOW ALL MEN BY THESE PRESENT, that

[Print full name(s) single, joint, partnership, corporation, incorporated association]

Is (are) the owner(s) of record and for a good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant unto Magnifi Broadband, a Colorado corporation, whose physical address is 710 W. Main, Sterling, Colorado, and to its successors and assigns, a perpetual right-of-way easement upon these particularly described lands of the undersigned:

For the purposes of constructing, reconstructing, inspecting, upgrading, increasing fiber, or line capacity, operating, repairing, maintaining, and extending from time to time an overhead and/or underground fiber optic line or system, including, but not limited to, poles, towers, fixtures, conductors, guy wires, cables, conduits, vaults, transformers, pads, and enclosures, on, over, or under the above-described lands;

And, for the purposes of cutting, mowing, trimming, or controlling by chemical means, from time to time, trees, bushes and shrubbery located within 10 feet of the center-line of said line or system and to cut down all dead, weak, leaning or dangerous trees or limbs in or adjacent to the right-of-way as may, in the opinion of Magnifi Broadband, otherwise endanger the lines or other facilities of Magnifi Broadband;

The undersigned agrees to keep the area within 18 inches of the center-line of said underground or overhead fiber optic system clear of buildings, structures, piles of earth, rubbish, debris, or other substances or materials, and to permit or otherwise agree to the easement and joint use occupancy of other lines or systems;

And grants Magnifi Broadband the right of access for ingress and egress over the lands above-described and the right of use the roads or trails, whether public, private, or dedicated, to install, maintain, and use gates and fences presently installed or as may be installed from time to time;

And further agrees that all facilities installed by or for Magnifi Broadband shall remain the property of Magnifi Broadband, removable at the option of Magnifi Broadband;

And shall not grant any other easement right-of-way, permit, or license upon, under, or over said property without the written consent of Magnifi Broadband. The failure to enforce all or any portion of this easement by Magnifi Broadband shall not be deemed acquiescence or waiver by Magnifi Broadband of any of its hereby expressed rights.

The undersigned warrants that (s)he is (they are) the owner(s) in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatever character except the following:

_____.

IN WITNESS WHEREOF the undersigned has set his hand and seal this ____ day of _____, 20 ____.

(Owner) _____

Signed, sealed, and delivered in the presence of:

(Witness) (Witness)

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by

SEAL

(Notary public)

My commission expires _____

My address is _____