

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Town of Frisco	Property Address 1:	619 Granite St
Property Name:	Granite Park	Address 2:	
Number of Units:	22	City, State, Zip:	Frisco, CO 80443

Agreement Term

This Agreement begins on 7/1/2023 (“Effective Date”) and shall remain in effect for a term of 10 years from the date Company receives the first certificate of occupancy for a unit on the Property from Customer (the “Initial Term”). This Agreement shall automatically renew for successive periods of 2 Years (each, a “Renewal Term”), unless either party provides the other with a minimum of 60 days’ notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the “Term.”

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing

Customer’s Marketing Support shall be as follows:

Service	Type of Marketing
TV	Non-exclusive Marketing
Internet	Non-exclusive Marketing
Voice	Non-exclusive Marketing

Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Town of Frisco

Company: Comcast Cable Communications Management, LLC

By: _____

By: _____

Name:

Name: David Salazar

Title:

Title: VP - Sales and Marketing

ADDRESSES FOR LEGAL NOTICES

To Customer:	To Company:
Town of Frisco 1 Main Street Frisco, CO 80443	Comcast Cable Communications Management, LLC 8000 E. Iliff Avenue, Denver, CO 80231
	<p style="text-align: center;">With a copy to:</p> Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. Wiring.

(a) Definitions.

- i. **“Demarcation Points”** means the point or points at which the Distribution System connects to the Home Run Wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“Home Wiring”** means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.
- v. **“Home Run Wiring”** means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.
- vi. **“Inside Wiring”** consists of Home Run Wiring and Home Wiring.
- vii. **“Non-Exclusive Wiring”** means those portions of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) Scope of Work. If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) Company Obligations. Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(d) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Home Run Wiring is and will remain the personal property of Customer. The Home Wiring is and will remain the personal property of Customer or, where units and in-unit wiring are individual owned, the unit owner (“Resident Owned Wiring”).

(e) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. At its expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services. At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to

maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 20 days after receipt of such notice, Company may (i) suspend delivery of the Services to the affected units until repairs are made by Customer or (ii) repair the Non-Exclusive Wiring and charge Customer the actual and reasonable costs expended by Company. Notwithstanding anything to the contrary contained in this section, if Customer cannot grant rights to Resident Owned Wiring, then the rights to operate, use and repair any Resident Owned Wiring will be governed by separate contracts between Company and the unit resident.

(f) **Electrical Power.** Customer shall provide electrical power, at Customer's expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. Company shall have the right (but not the obligation) to install optical network units (each, an "ONU"), modems or other required equipment in units where applicable and deemed necessary by Company. Such equipment shall remain owned by Company, unless otherwise agreed in writing with Customer or a resident. In addition, if requested by Company, Customer shall, at Customer's cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Service.** Customer grants to Company the non-exclusive right to deliver its Services to the Property.

3. **Customer Obligations.**

(a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.

(b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.

(c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

(a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at

the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.

(b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

6. **Indemnification.** Company shall indemnify, defend and hold harmless Customer, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs) (collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Company, (ii) the Company's noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Company or (iv) any injury (including death), damage or loss to persons or property caused by the Company. Customer agrees to provide Company with sufficient notice of any claim and to provide reasonable cooperation with the Company in the defense of the claim at Company's cost.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. **Termination.**

(a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.

(b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

9. **Removal of Distribution System.**

(a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed

abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

(b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

10. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
11. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property. Customer shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings (ii) make the Marketing Materials available in the sales office or other administrative area to existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing will be either exclusive or non-exclusive, as indicated in the Service Order. Marketing materials shall be provided by Company and delivered to the Property at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market on the Property any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.
12. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.
13. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may

be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.

14. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.

15. **Assignability; Binding Effect.** In the event the Customer sells, assigns, transfers or otherwise conveys the Property to a third party, the Customer shall give the Company prior written notice of such change of ownership or control. The Customer shall cause any new Customer or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new Customer or controlling party, the Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. The Company may assign this Agreement without the consent of the Customer to any entity controlled by or under common control with the Company, to any entity acquiring all or substantially all of the Company's assets in the Franchise Area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.

16. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date, subject to Clause 18(h). EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

17. **Miscellaneous Provisions**
 - (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.

 - (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Company acknowledges that this agreement is a public record pursuant to applicable law.
- (h) Tabor Notice. The parties acknowledge that appropriation of moneys by the Customer is a governmental function which the Customer cannot contractually commit to in advance and that this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on Customer tax or general revenues. In the event that the Customer shall fail to appropriate sums that are sufficient to meet any financial obligation of Customer in the next subsequent fiscal year of Customer, this Agreement shall terminate at the end of the then-current fiscal year upon Customer providing Company with written notice of its failure to so appropriate.

SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer's installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company's specifications, Company shall not be required to continue its installation work or provide the Services until Customer's wiring is installed in accordance with its specifications.

	Company Pays for /Provides	Company Installs/ Performs	Customer Pays For/ Provides	Customer Installs/ Performs
Distribution System				
Trenching			x	x
2 x 2" Conduit - Entry to MDF (Pull String in Conduit)	x			x
2 x 2" Conduit - Laterals / Vertical Risers (Pull String in Conduit)			x	x
Pull Box / Handhole			x	x
Fiber Backbone Cabling (MDF to IDF)	N/A	N/A		
Coax Backbone Cabling	x	x		
Termination and Testing	x	x		
Electronics	x	x		
Cross Connects	x	x		
Inside Wiring	Company Pays for/ Provides	Company Installs/ Performs	Customer Pays For/ Provides	Customer Installs/ Performs
Home Run Wiring - Conduit/Microduct (pull string)	N/A			
Home Run Wiring - CAT6 Data Cabling - Ceiling AP Outlet (IDF to Ceiling)	N/A			
Home Run Wiring - CAT6 Data Cabling - Media Panel			x	x
Home Wiring - CAT6 Data Cabling - Ceiling Outlet (Media Panel to Ceiling AP Outlet)	N/A			
Home Run Wiring - Coax Cabling			x	x
Home Wiring - CAT6 Data Cabling- Wall Outlets			x	x
Home Wiring - Coax Cabling			x	x
Home Run Wiring - Tag, Termination, Testing			x	x
Home Wiring - Tag, Termination, Testing			x	x
Common Area - Coax Cabling - TV Outlets	N/A			
Common Area - CAT6 Data Cabling - APs	N/A			

Faceplates, CAT6/Coax Connectors			X	X
Unit Media Panels			X	X
Structure Wiring Blocks/Modules			X	X
Data Jumpers in MDF/IDF	X	X		
MDF and IDF Set Up	Company Pays for/ Provides	Company Installs/ Performs	Customer Pays For/ Provides	Customer Installs/ Performs
Plywood			X	X
Grounding / Ground Bar			X	X
Attach to Ground	X			
Electricity			X	X
Structure Wiring Blocks/Modules			X	X
Network Electronics	X	X		
Data Racks	N/A			
HVAC - MDF	N/A			
Ventilated Doors - Indoor IDF	N/A			
HVAC Outdoor IDF cabinet	N/A			
Network Electronics	Company Pays for/ Provides	Company Installs/ Performs	Customer Pays For/ Provides	Customer Installs/ Performs
Access Points	N/A			
Core Electronics	N/A			

2. Underground Facilities; Trenches. Prior to Company’s installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days’ notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.
3. Media Panel Specifications. Customer agrees to meet the following specifications with respect to the In-Unit Media Panel.
 - a. The Media Panel will be plastic.
 - b. The Media Panel will be reasonably accessible and not obstructed.
 - c. If the Media Panel does not meet the depth requirements below, it will be compatible with a frame extender that provides added depth and will be installed in a location with sufficient space for a frame extender to be added.
 - d. The interior Media Panel dimensions will not be smaller than:

Dimensions if Comcast is sole provider occupying panel			Dimensions if multiple providers are occupying panel		
Height	Width	Depth	Height	Width	Depth
30"	14"	5"	42"	14"	5"

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 7/1/2023, is made by and between Comcast Cable Communications Management, LLC, with an address of 8000 E. Iliff Avenue, Denver, CO 80231, its successors and assigns, hereinafter referred to as "Grantee" and Town of Frisco, with an address of 1 Main Street, Frisco, CO 80443, its successors and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to an Xfinity Communities Service Agreement dated 7/1/2023 (the "Agreement"), pursuant to which the Grantee provides certain services described in the Agreement to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive 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 "Distribution 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 at 619 Granite St, Frisco in Summit County, CO, described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Easement shall be limited to a ten (10) foot wide strip centered on each part of the Distribution System and those portions of the Property necessary for ingress and egress to the Distribution System for the purposes set forth in the Agreement. The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Property.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Town of Frisco

Name: _____

By: _____
Name:
Title:

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

Name: _____

By: _____
Name: David Salazar
Title: VP - Sales and Marketing

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, the _____ of Town of Frisco, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public
(Print Name)

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by David Salazar, the VP - Sales and Marketing of Comcast Cable Communications Management, LLC, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public
(Print Name)

My Commission expires: _____

LEGAL DESCRIPTION

Lots 18-24, Block 12, Frisco Town Subdivision
Section 35, Township 5 South, Range 78 West, 6th P.M.
Town of Frisco, County of Summit, State of Colorado