

TOWN OF SUPERIOR
RESOLUTION NO. R-5
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING A BLANKET UTILITY EASEMENT AGREEMENT
WITH LUMEN TECHNOLOGIES, INC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Blanket Utility Easement Agreement between
the Town and Lumen Technologies, Inc. is hereby approved in
substantially the same form attached hereto, subject to final
approval by the Town Attorney.

ADOPTED this 9th day of January, 2023.



Mark Lacis, Mayor

ATTEST:



Lydia Yecke, Town Clerk



BLANKET UTILITY EASEMENT

This BLANKET UTILITY EASEMENT (the "Easement") is made and executed this ^{9TH} day of JANUARY, 2023 (the "Effective Date"), by and between Lumen Technologies, Inc., a Louisiana corporation with a legal address of 931 14th Street, Denver, Colorado 80202 ("Grantee"), and the Town of Superior, a Colorado municipal corporation with a legal address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, the Town desires to grant a blanket utility easement on the following Town-owned tracts of land within the Sagamore subdivision to allow for additional public utility needs: Tracts B, C, D, E, F, H, J, K, L, M, N, O, P, and Q, as described in **Exhibit A** (collectively, the "Property").

NOW THEREFORE, in and for the consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee to the Town, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. The Town hereby grants to Grantee a non-exclusive utility easement to enter and re-enter the Property for the purpose of installing and maintaining underground utilities.
2. Town's Rights. The Town retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained; and specifically, the Town shall continue to own and operate irrigation systems, plant materials and playground equipment on the Property.
3. Grantee's Obligations. Grantee shall provide design plans to the Town for review and approval for all underground utilities prior to installation. Grantee shall provide design plans to the Town at least 30 days prior to installation of underground utilities.
4. Indemnification. Grantee shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property because of this Easement.
5. Warranty. The Town warrants that it has the full right and legal authority to make the grant of this Easement.
6. Miscellaneous.
 - a. Recordation. The Town shall record this Easement in the official records of Boulder County. Except as otherwise expressly provided herein, all provisions in this Easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

b. *Governing Law and Venue.* This Easement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Boulder, State of Colorado.

c. *Modification.* This Easement may only be modified upon written agreement of the Parties.

d. *Integration.* The foregoing constitutes the entire agreement between the Parties regarding the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Easement.

e. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

d. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

e. *Third Parties.* There are no intended third-party beneficiaries to this Easement.

f. *Severability.* If any provision of this Easement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

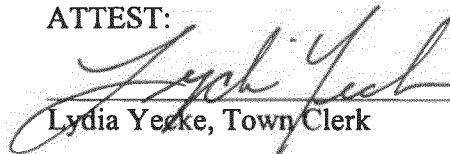
IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

TOWN OF SUPERIOR

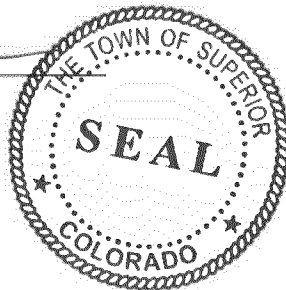


Mark Lacis, Mayor

ATTEST:



Lydia Yeeke, Town Clerk



GRANTEE:

QWEST CORPORATION
d/b/a CENTURLINK QC

By: *[Signature]*

Danett Kennedy
Senior Manager
ROW/Network Infrastructure Services

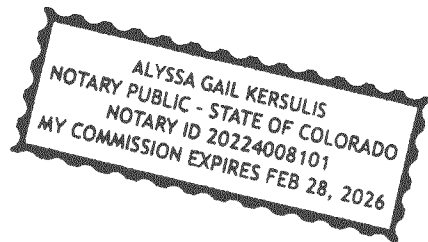
STATE OF Colorado)
) SS.
COUNTY OF Broomfield)

The foregoing instrument was acknowledged before me this 9th day of February 2023 by Danett Kennedy as Senior Manager of Qwest Corporation d/b/a CenturyLink, a corporation

My commission expires: February 28, 2026

WITNESS my hand and official seal.

Alyssa A Kersulis
Notary Public



(SEAL)